

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		1. SOLICITATION NUMBER SP0600-01-R-0083	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td> <td>a. SEALED BID</td> </tr> <tr> <td style="text-align: center;">X</td> <td>b. NEGOTIATED (RFP)</td> </tr> <tr> <td></td> <td>c. NEGOTIATED (RFQ)</td> </tr> </table>		a. SEALED BID	X	b. NEGOTIATED (RFP)		c. NEGOTIATED (RFQ)
	a. SEALED BID								
X	b. NEGOTIATED (RFP)								
	c. NEGOTIATED (RFQ)								

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

ATTN: STUART W. STOVALL / DESC-FPB / RM 2941	PPN: 6.3
DEFENSE ENERGY SUPPORT CENTER	
8725 JOHN KINGMAN ROAD, SUITE 4950	FAX: 703-767-9338
FORT BELVOIR, VA 22060-6222	TELEPHONE: 703-767-9339

4. ITEMS TO BE PURCHASED (Brief description)

ALONGSIDE AIRCRAFT REFUELING AND RELATED SERVICES AT MCAS CAMP PENDLETON, CA FOR THE PERIOD FEBRUARY 1, 2002 THROUGH JANUARY 31, 2006

5. PROCUREMENT INFORMATION (X and complete as applicable)

X	a. THIS PROCUREMENT IS UNRESTRICTED			
	b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (X One). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)			
	<table style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">(1) Small Business</td> <td style="width: 33%; text-align: center;">(2) Labor Surplus Area Concerns</td> <td style="width: 33%; text-align: center;">(3) Combined Small Business/Labor Area Concerns</td> </tr> </table>	(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns
(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns		

1. Facsimile **Initial proposals are NOT** authorized for this solicitation. Offers should be submitted on the most favorable terms possible from a price and technical standpoint.
2. Please be certain to clearly identify all exceptions to the solicitation's terms and conditions, if any, and acknowledge receipt and acceptance of all amendments to this solicitation.
3. Any contract awarded to a Contractor who, at the time of award was suspended, debarred, ineligible for receipt of contract with Government Agencies or in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) STUART W. STOVALL	b. ADDRESS (Including Zip Code) ATTN: STUART W. STOVALL / DESC-FPB DEFENSE ENERGY SUPPORT CENTER 8725 JOHN KINGMAN ROAD, SUITE 2941 FORT BELVOIR, VA 22060-6222
c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) 703-767-9339	

8. REASONS FOR NO RESPONSE (<i>X all that apply</i>)				
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENTS		
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED		
e. OTHER (<i>Specify</i>)				
9. MAILING LIST INFORMATION (<i>X one</i>)				
YES	N	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.		
	O			
10. RESPONDING FIRM				
a. COMPANY NAME		b. ADDRESS (<i>Including Zip Code</i>)		
c. ACTION OFFICER				
(1) Typed or Printed Name (<i>Last, First, Middle Initial</i>)		(2) Title		(3) Signature
				(4) Date Signed (<i>YY-MM-DD</i>)

FOLD

FOLD

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-01-R-0083	
August 17, 2001	LOCAL TIME 3:00 PM

**TO ATTN: BID CUSTODIAN, DESC-CPC, ROOM 3829
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN KINGMAN ROAD
FORT BELVOIR, VA 22060-6222**

4. Any questions regarding this requirement should be submitted to this office either by email sstovall@desc.dla.mil or fax (703) 767-9338 no later than **August 7, 2001**.
5. A pre-proposal conference is scheduled for **August 2, 2001 at 0900 hours** at **MCAS Camp Pendleton** (see clause L196). **Please report to Building 23166.** All attendees **MUST** Pre-register by either e-mail sstovall@desc.dla.mil or faxing (703-767-9338) the name(s) of the individual(s) who plan to attend by NOON on **July 27, 2001**.
6. The following clause is critical to your offer: L2.31.100, Proposal Format and Content.
7. Questions regarding small business matters may be directed to the DESC Small Business Office (DESC-DU) at 703-767-9400 or visit DESC's Small Business Web Page at <http://www.desc.dla.mil/main/d/du/FIRST~1.HTM>
8. **IMPORTANT NOTICE: All contractors must be registered in the Central Contractor Registration.** See clause I1.07 for details.

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 37	
2. CONTRACT NO.		3. SOLICITATION NO. SP0600-01-R-0083		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED July 10, 2001		6. REQUISITION/PURCHASE NO. N-01-08	
7. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6222 Buyer/Symbol: Stuart W. Stovall / DESC-FPB Phone: 703-767-9339 Fax: 703-767-9338 PP: 6.3				CODE SPO600		8. ADDRESS OFFER TO (If other than item 7) ATTN: Bid Custodian / DESC-CPC / Rm. 3829 Defense Energy Support Center 8725 John J. Kingman Rd., Suite 4950 Ft. Belvoir, VA 22060-6222			
NOTE: In sealed bid solicitation "offer" and "offeror mean "bid" and "Bidder".									
SOLICITATION									
9. Sealed offers in original and 1 (ONE) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand-carried, in the depository located in DESC-CPC, Rm. 3829 until 3:00 PM local time August 17, 2001 (Hour) (Date)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-10. All offers are subject to all terms and conditions contained in this solicitation. See Clause L2.05-8									
10. FOR INFORMATION CALL:		A. NAME Stuart W. Stovall			B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (703) 767-9339				
11. TABLE OF CONTENTS									
(x)	SEC.	DESCRIPTION		PAGE (S)	(x)	SEC.	DESCRIPTION		PAGES
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/CONTRACT FORM COVER SHEET			X	I	CONTRACT CLAUSES		8
X	B	SUPPLIES OR SERVICE AND PRICES/COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH.				
X	C	DESCRIPTION/SPECS/WORK STATEMENT		Seg II	X	J	LIST OF ATTACHMENTS		18
	D	PACKAGING AND MARKETING			PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE		3	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		19
X	F	DELIVERIES OR PERFORMANCE		4					
X	G	CONTRACT ADMINISTRATION		4	X	L	INSTRS. COND., AND NOTICES TO OFFERORS		28
X	H	SPECIAL CONTRACT REQUIREMENTS		7	X	M	EVALUATION FACTORS FOR AWARD		36
OFFER (Must be fully completed by offeror)									
NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See section I, Clause No 52.232-8)		(14)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS		
				%	%	%	%		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated.				AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
		BIDDER CODE-		CAGE CODE-		FAX #-			
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEM NUMBERED		20. AMOUNT (EST)		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN ? (4 copies unless otherwise specified)			ITEM SEE BLK 25	
24. ADMINISTRATION BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type of print)					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE	
IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice.									

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

		<u>PAGE</u>
B30	SERVICES TO BE FURNISHED (AARD) (DESC APR 1995)	2
B30.01	SCHEDULE OF PAYMENTS (AARD) (MULTIYEAR) (DESC APR 1994)	3

SECTION C - DESCRIPTION/SPECIFICATION

Performance Work Statement	SEE SEGMENT II
----------------------------	----------------

SECTION E - INSPECTION AND ACCEPTANCE

E5.03	INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)	3
E29	INITIAL ON-STATION INSPECTION (AARD) (DESC MAR 1997)	4
E30.01	DESIGNATION OF QUALITY REPRESENTATIVE (AARD) (DESC MAR 1981)	4

SECTION F - DELIVERIES AND PERFORMANCE

F30.05	ORDERING CONDITIONS (AARD) (DESC APR 1984)	4
--------	--	---

SECTION G - CONTRACT ADMINISTRATION DATA

G1	POSTAWARD CONFERENCE (DEC 1991)	4
G3	INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)	5
G3.01	PAYMENT DUE DATE (DESC OCT 1988)	5
G8	DESIGNATION OF PROPERTY ADMINISTRATOR (AARD) (DESC APR 1970)	5
G9.06	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)	5
G9.09	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	6
G16	SUBMISSION OF INVOICES FOR PAYMENT (AARD) (DESC AUG 1999)	7

SECTION H - SPECIAL CONTRACT REQUIREMENT

H20	REPORTS OF GOVERNMENT PROPERTY (MAY 1994)	7
H51.01	INSURANCE REQUIREMENTS (AARD) (DESC MAR 1990)	7

SECTION I - CONTRACT CLAUSES

I1.07	REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)	8
I1.19	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)	8
I1.20	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	8
I84	REQUIREMENTS (OCT 1995)	8
I100	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)	9
I113	GOVERNMENT USE OF CONTRACTOR-OWNED EQUIPMENT (DESC MAY 1982)	13
I116	RESPONSIBILITY FOR GOVERNMENT-OWNED PETROLEUM PRODUCTS	13
I122	USE OF FACILITIES (DESC APR 1984)	13
I123	TITLE TO FACILITIES (DESC JUL 1991)	14
I130	RISK OF LOSS OR DAMAGE TO GOVERNMENT-OWNED AND/OR CHARTERED AIRCRAFT	14
I171.01-3	SOCIOECONOMIC PROPOSAL (MAR 1996) – DLAD	14
I209.02	EXTENSION PROVISION (DESC OCT 1984)	15
I211	ORDERING (OCT 1995)	15
I227	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)	16
I238.02	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	16

THE FOLLOWING "I" CLAUSES INCORPORATED BY REFERENCE:

I1	DEFINITIONS (OCT 1995) - FAR 52.202-1
I1.01-9	DEFINITIONS (CONT'D) (AARD/TESTING) (DESC JAN 1996) - FAR 52.202-9F30
I1.02	COMPUTER GENERATED FORMS (JAN 1991) - FAR 52.253-1
I1.06	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) - DFAR 252.243-7002
I1.22	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) - FAR 52.203-10
I1.22-1	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY - (JAN 1997) FAR 52.203-8
I1.24	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997) - FAR 52.203-12
I2	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) - DFAR 252.204-7003
I2.01	CHANGES - FIXED-PRICE (ALT I) (AUG 1987/APR 1984) - FAR 52.243-1/ALT I
I3	EXTRAS (APR 1984) - FAR 52.232-11
I3.01	PROMPT PAYMENT (JUN 1997) - FAR 52.232-25
I4	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997) - FAR 52.232-8
I7	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996) - FAR 52.204-4
I8.02	ASSIGNMENT OF CLAIMS (ALT I) (JAN 1986/APR 1984) - FAR 52.232-23/ALT I
I11.03	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) - FAR 52.249-8
I11.04	BANKRUPTCY (JUL 1995) - FAR 52.242-13
I12.01	DISPUTES (DEC 1998) - FAR 52.233-1
I12.03	PROTEST AFTER AWARD (AUG 1996) - FAR 52.233-3
I16.01	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000) - FAR 52.222-4
I18	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999) - DFARS 252.203-7001
I18.02	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) - FAR 52.222-21
I18.03	EQUAL OPPORTUNITY (FEB 1999) - FAR 52.222-26
I18.06	DISPLAY OF DOD HOTLINE POSTER (DEC 1991) - DFARS 252.203-7002
I20	COVENANT AGAINST CONTINGENT FEES (APR 1984) - FAR 52.203-5
I24	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) - FAR 52.222-1
I25	AUTHORIZATION AND CONSENT (JUL 1995) - FAR 52.227-1
I27	GRATUITIES (APR 1984) - FAR 52.203-3
I28.16	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991) - FAR 52.229-3
I31.05	LIMITATION OF PRICE AND CONTRACTOR OBLIGATIONS (DESC OCT 1984) - FAR 52.217-9F75
I31.06	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984) - FAR 52.232-9
I32	CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997) - FAR 52.217-2
I33	INTEREST (JUN 1996) - FAR 52.232-17
I36	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - FAR 52.249-2
I43.01	LIMITATION OF LIABILITY - SERVICES (FEB 1997) - FAR 52.246-25
I43.02	LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993) - DFARS 252.232-7007
I94	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) - FAR 52.215-10
I95	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999) - FAR 52.215-2
I97	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) - FAR 52.215-12
I98	PROTECTING THE GOVERNMENT'S INTERESTS WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) - FAR 52.209-6
I100	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989) - FAR 52.222-41
I102	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989) - FAR 52.222-43
I102.02	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PAYROLL TAX ADJUSTMENT - FAR 52.222-9F10
I102.04	DRUG-FREE WORKPLACE (JAN 1997) - FAR 52.223-6
I114	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) - FAR 52.245-2
I117	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) - FAR 52.237-2
I124	LIABILITY FOR THE FACILITIES (JAN 1997) (DEVIATION) - FAR 52.245-8

I129	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984) – FAR 52.236-14
I131	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) – FAR 52.228-5
I132.02	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) – FAR 52.215-8
I168	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA – FAR 52.222-35
I169	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA – FAR 52.222-37
I170	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999) – FAR 52.219-8
I171.01-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES – FAR 52.226-1
I171.01-2	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (OCT 2000/OCT 2000) - (FAR 52.219-9/Alt II)
I171.03	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING – DLAD 52.219-7003
171.07	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999) – FAR 52.219-16
I176	COST ACCOUNTING STANDARDS (APR 1998) – FAR 52.230-2
I176.05	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999) – FAR 52.230-6
I181	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) – FAR 52.222-36
I185.01	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992) – DFARS 252.225-7031
I190.03	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993) – DFAR 252.223-7006
I190.05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998) – FAR 52.223-5
I198	PRICING OF CONTRACT MODIFICATIONS (DEC 1991) – DFAR 252.243-7001
I225	PAYMENTS (APR 1984) – FAR 52.232-1
I227.02	OBLIGATION OF FUNDS FOR OPERATION AND MAINTENANCE FUNDED ITEMS (MULTIYEAR) - FAR 52.232-9F40
I229	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) – FAR 52.203-6
I251	ANTI-KICKBACK PROCEDURES (JUL 1995) – FAR 52.203-7
I255	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) – DFAR 252.209-7000
I285	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) – FAR DFAR 252.209-7004

SECTION J - LIST OF ATTACHMENTS

<u>FORM</u>	<u>TITLE</u>	<u>LOCATION</u>
DD1707	INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
SF33	SOLICITATION, OFFER AND AWARD	PAGE 1
	DEPARTMENT OF LABOR WAGE DETERMINATION	
	# 1994-2057 (REV. 25) DATED 05/31/2001	ATTACHMENT 1
	OFFEROR SUBMISSION PACKAGE (OSP)	ATTACHMENT 2
	(INCLUDES DESC-P 19.2 Jul 00 Small Business Subcontracting Plan)	

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

		<u>PAGE</u>
K1.01-5	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)	19
K1.01-6	AFFIRMATIVE ACTION COMPLIANCE (APR 1984)	19
K1.01-11	SMALL BUSINESS PROGRAM REPRESENTATIONS (ALTS I/II)	20
K1.06	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)	22
K7	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)	23
K15.03	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)	24
K33.01	AUTHORIZED NEGOTIATORS (DESC JAN 1998)	25
K41	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)	25

		<u>PAGE</u>
K85	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	25
K88	TAXPAYER IDENTIFICATION (OCT 1998)	26
K94	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)	27
K96	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)	28

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L1.02	PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)	28
L2.01	INSTRUCTIONS TO OFFERORS (RFP) (DESC OCT 1981)	29
L2.05-8	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (ALT I)	29
L2.06	EVIDENCE OF RESPONSIBILITY (AARD) (DESC NOV 1989)	31
L2.21	AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)	32
L2.28	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	32
L2.31	PROPOSAL FORMAT AND CONTENT (DESC AUG 1999)	32
L5	SERVICE OF PROTEST (AUG 1996)	33
L5.01-1	AGENCY PROTESTS (SEP 1999) - DLAD	34
L11	POSTPONEMENT OF OPENING/CLOSING OF OFFERS (OCT 1982) DLAD	34
L17	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)	34
L18	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)	34
L23	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	34
L74	TYPE OF CONTRACT (APR 1984)	34
L82	WAGE DETERMINATION (DESC JAN 1986)	34
L87.06	CONDITIONS FOR MULTIYEAR OFFERS (DESC FEB 1995)	35
L96	ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM	35
L196	PREPROPOSAL CONFERENCE (AARD) (DESC AUG 1993)	35
L203	HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)	35
L205	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)	35

SECTION M - EVALUATION FACTORS FOR AWARD

M2.03-1	SOCIOECONOMIC EVALUATION (OCT 1996) – DLAD	36
M28	EVALUATION OF OFFERS (DESC JUN 1998)	36
M28.01	BASIS FOR AWARD (DESC AUG 1989)	37

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B30 SERVICES TO BE FURNISHED (AARD) (DESC APR 1995)

The following services are to be provided for the period February 1, 2002 through January 31, 2006 at MCAS Camp Pendleton.

PERFORMANCE PERIOD
FEBRUARY 1, 2002 THROUGH JANUARY 31, 2006

<u>LINE ITEM</u>	<u>DESCRIPTION OF SERVICES</u>	<u>PRICE PER MONTH</u>
0001	The Contractor will provide Aircraft Refueling Operations and the Dispatch function to include manning, equipment and supplies applicable to refuel operations.	\$ _____

0002	The Contractor will provide Aircraft Defueling Operations to include manning, equipment and supplies applicable to defuel operations.	\$ _____
------	--	----------

0003	NONPERSONAL SERVICES AND SUPPLIES: (COST REIMBURSEMENT - MAINTENANCE)	<u>Estimated \$5,000/Year</u>
------	--	--------------------------------------

The Contractor shall furnish non-personal services, maintenance, and supplies at MCAS Camp Pendleton, in accordance with Segment II, Section C-4.0.

NOTE: The Contractor will be reimbursed for services, under Line Item 0003, actually performed as approved by the Contracting Officer or the Contracting Officer's Representative, when applicable, for purchases of supplies or services (see Section C-4.0, LOGISTICS SUPPORT, COST REIMBURSABLE). The amount for this line item is for Government administrative fund obligation and represents the Government's best estimate of cost reimbursable supplies, services, and overtime for each contract year. **All G&A and profit for this line item must be included in Line Item 0001.** If the Government exceeds this estimate by 25 percent, G&A and profit will be allowed for any work beyond that amount.

0004	AUGMENTATION
------	--------------

(a) Payment for augmentation worked in accordance with Section C-4.3 shall be at the following rates (show computation in (b) below):

<u>SUBLINE ITEM #</u>	<u>POSITION</u>	<u>ESTIMATED HOURS</u>	<u>HOURLY RATE</u>
0004AA	Truck Driver - Straight Time	<u>50</u>	\$ _____/hour
0004AB	Truck Driver - Overtime	<u>100</u>	\$ _____/hour
0004AC	Dispatcher/Computer Op. IV – Straight Time	<u>50</u>	\$ _____/hour
0004AD	Dispatcher/Computer Op. IV – Overtime	<u>100</u>	\$ _____/hour

(b) **AUGMENTATION RATES.**STRAIGHT TIME - CATEGORY

Base Rate
 Plus applicable Fringes
 Subtotal
 Plus PT&I* (specify rate
 Subtotal
 Plus Profit (specify rate)
 Total Straight-Time Rate

B30 Cont'd.**OVERTIME - CATEGORY**

Base Rate times 1.5
 Plus PT&I* (as specified above)
 Subtotal
 Plus Profit (as specified above)
 Total Overtime Rate

***Payroll Taxes and Insurance**

The Ordering Officer for augmentation at MCAS Camp Pendleton, FL shall be the Commanding Officer or designee.

NOTE: When contract contains an option, proposed rates for option periods should be the same as for the basic contract period. When contract is multiyear, proposed rates for each performance period should be the same as for the first performance period. Rates will be adjusted for performance periods with issuance of a new Wage Determination in accordance with the FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT clause.

(DESC 52.207-9F80)

B30.01 SCHEDULE OF PAYMENTS (AARD) (MULTIYEAR) (DESC APR 1994)

(a) The Contractor shall be paid monthly, commencing at the end of the first month, for each month of all performance periods, a sum equal to the amount specified for all line items with the exception of Line Item 0001(2). Payment set forth in Line Item 0001(2) will be adjusted at the end of the last month of each performance period according to the prescribed formula.

(b) Funds cited on the contract do not include funds for payment of Line Items 0003 & 0004 contained in the Schedule. The activity will administer and obligate funds for this item on DD Form 1155.

(DESC 52.232-9FR5)

SECTION C - DESCRIPTION/SPECIFICATION**Performance Work Statement**

SEE SEGMENT II

SECTION E - INSPECTION AND ACCEPTANCE**E5.03 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)**

(a) **DEFINITION. Services**, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

SPACE LEFT BLANK

E5.03 Cont'd.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(FAR 52.246-4)

E29 INITIAL ON-STATION INSPECTION (AARD) (DESC MAR 1997)

(a) **INSPECTION.** The initial on-station inspection is for the sole benefit of the Government and the Government may partially or totally waive its right of inspection at its discretion. The date, time, and place of inspection may be changed by the mutual agreement of the parties.

(b) **TIMEFRAME.** Unless notified otherwise, all equipment shall be available for Government inspection at the installation where services are to be performed four calendar days prior to the start of the delivery period. No work may be performed on the equipment during the inspection period except as permitted by the Government. The Government will complete inspection of the Contractor's equipment no later than the calendar day preceding the date aircraft fuel delivery services are to commence.

(c) **ENTRY.** The Contractor is responsible for making necessary arrangements with the Commanding Officer of such installation or an authorized representative regarding entry into the installation.

(d) **TANK INTERIORS.** Equipment presented for inspection shall be vapor free.

(e) **FILTRATION MEDIA.** If requested by the Government, the Contractor shall be responsible for disassembling filtration units to facilitate the inspection. The Contractor shall present, at the time of the inspection, written certification attesting to the last date on which each filter element was changed and shall provide a historical record denoting pressure drip data for each filter element (if such certification and pressure drip data exists).

(f) **CONTRACTOR REPRESENTATIVE.** Representation by the Contractor at the inspection shall be limited to one individual except when additional personnel have been specifically authorized by the Government.

(g) **DEFAULT.** If the Contractor fails to make the equipment available on the date specified or otherwise mutually agreed upon, or if the inspection discloses that the equipment is not in conformance with contract requirements, the Government may terminate this contract for default.

(h) **REINSPECTION.** If the Government discovers equipment deficiencies during the initial inspection, the Government may, at its discretion, conduct a reinspection at the Contractor's expense.

(DESC 52.246-9FF5)

E30.01 DESIGNATION OF QUALITY REPRESENTATIVE (AARD) (DESC MAR 1981)

Responsibility for the inspection of the quality of performance of services and of the equipment used in the performance of the services under this contract is assigned to the Commanding Officer at the location at which these services are performed.

(DESC 52.246-9F30)

SECTION F - DELIVERIES AND PERFORMANCE**F30.05 ORDERING CONDITIONS (AARD) (DESC APR 1984)**

Orders issued pursuant to the ORDERING clause may, at the discretion of the Ordering Officer, be oral. Orders issued under this clause shall be subject to written confirmation, to include obligation of funds. Such orders shall be "issued" for purposes of this contract at the time of issuance shown on the Ordering Officer's written log. The Ordering Officer is responsible for ensuring that funds are available prior to issuing verbal orders.

(DESC 52.216-9FE5)

SECTION G - CONTRACT ADMINISTRATION DATA**G1 POSTAWARD CONFERENCE (DEC 1991)**

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. (DFARS 252.242-7000)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.
(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.
(DESC 52.232-9F45)

G8 DESIGNATION OF PROPERTY ADMINISTRATOR (AARD) (DESC APR 1970)

The Property Administrator will be the Commanding Officer at the location at which services required hereunder are performed.
(DESC 52.242-9F60)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) METHOD OF PAYMENT.

(1) All payments by the Government under this contract, shall be made electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government shall make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) **CONTRACTOR EFT ARRANGEMENTS.** The Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(g) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require a condition of any such assignment that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect within the meaning of paragraph (d) of this clause.

(i) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes in EFT information made by the Contractor's financial agent.

G9.09 Cont'd.

(j) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

G16 SUBMISSION OF INVOICES FOR PAYMENT (AARD) (DESC AUG 1999)

Contractor's invoices, in quadruplicate, stating the gallonage handled and truck movements made during the month for which reimbursement is due, shall be submitted monthly to the Station Commanding Officer or his designee for certification. A separate invoice should be submitted detailing augmentation hours worked in accordance with the Statement of Services and Schedule of Work. Invoices shall be accompanied by such forms as are prescribed by the Commanding Officer under this contract.

(DESC 52.232-9FE1)

SECTION H - SPECIAL CONTRACT REQUIREMENT

H20 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

- (a) The Contractor shall provide an annual report--
- (1) For all DoD property for which the Contractor is accountable under the contract;
 - (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form; and
 - (3) In duplicate, to the cognizant Government property administrator, no later than October 31.
- (b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(DFARS 252.245-7001)

H51.01 INSURANCE REQUIREMENTS (AARD) (DESC MAR 1990)

(a) The General Liability Workmen's Compensation and Automobile Liability Insurance to be procured and maintained by the Contractor pursuant to the provisions of the INSURANCE - WORK ON A GOVERNMENT INSTALLATION clause shall provide at least the following minimum coverage:

GENERAL LIABILITY INSURANCE.

Bodily Injury.....AT LEAST \$500,000 per person
Property Damage.....AT LEAST \$ 50,000 per accident
Workmen's Compensation.....AT LEAST \$100,000 except in states
with exclusive monopolistic funds which do not permit the writing of workmen's compensation by private
carriers (FL, North Dakota, Ohio, Oregon, Washington, West Virginia, and Wyoming).

AUTOMOBILE LIABILITY INSURANCE.

Bodily Injury.....AT LEAST \$200,000 per person
AT LEAST \$500,000 per accident
Property Damage.....AT LEAST \$ 20,000 per accident

(b) Within 30 days from the date of award, or upon request by the Contracting Officer, the Contractor shall submit the required certificates of insurance to the Contracting Officer.

(DESC 52.228-9F10)

SPACE LEFT BLANK

SECTION I - CONTRACT CLAUSES

II.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 2000)

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://www.ccr2000.com>.

(DFARS 252.204-7004)

II.19 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR Supplement Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(FAR 52.252-6)

II.20 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>

FAR/DFARS: <http://www-far.npr.gov>

DLAD: <http://www.procregs.hq.dla.mil/icps.htm>

(FAR 52.252-2)

CLIN's 0003 & 0004 (Only)**184 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

I84 Cont'd.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after January 31, 2006.

(FAR 52.216-21)

I100 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)**(a) DEFINITIONS.**

(1) **Act**, as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et.seq.).

(2) **Contractor**, as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

(3) **Service employee**, as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as the terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) **APPLICABILITY.** This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) COMPENSATION.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid in the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job

1100 Cont'd.

classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classification based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) **OBLIGATION TO FURNISH FRINGE BENEFITS.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **MINIMUM WAGE.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **SUCCESSOR CONTRACTS.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wage and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligations unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contractor was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the

1100 Cont'd.

case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **NOTIFICATION TO EMPLOYEES.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) **SAFE AND SANITARY WORKING CONDITIONS.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **RECORDS.**

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) **PAY PERIODS.** The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semimonthly.

(k) **WITHHOLDING OF PAYMENTS AND TERMINATION OF CONTRACT.** The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) **SUBCONTRACTS.** The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) **COLLECTIVE BARGAINING AGREEMENTS APPLICABLE TO SERVICE EMPLOYEES.** If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon

I100 Cont'd.

commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) **SENIORITY LIST.** Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) **RULINGS AND INTERPRETATIONS.** Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) **CONTRACTOR'S CERTIFICATION.**

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) **VARIATIONS, TOLERANCES, AND EXEMPTIONS INVOLVING EMPLOYMENT.** Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment and apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under two acts authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) **APPRENTICES.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) **TIPS.** An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(n) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

I100 Cont'd.

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) **DISPUTES CONCERNING LABOR STANDARDS.** The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees of their representatives.
(FAR 52.222-41)

I113 GOVERNMENT USE OF CONTRACTOR-OWNED EQUIPMENT (DESC MAY 1982)

If for any reason the Contractor's right to perform the services required by this contract is terminated, the Contractor agrees that the Government shall have the right to use and operate any or all of the Contractor's equipment for a period not to exceed 120 days for the purpose of servicing aircraft. Contractor shall be paid for the use of equipment at the rate of \$30.00 per day per refueler/defueler/oiler used. The Contractor shall be responsible for removing such equipment at no cost to the Government when notified by the Contracting Officer.

(DESC 52.211-9F90)

I116 RESPONSIBILITY FOR GOVERNMENT-OWNED PETROLEUM PRODUCTS (DESC APR 1997)

(a) Government-owned petroleum products received, stored, and transported under this contract are governed by the provisions of this clause.

(b) Title to any Government-owned petroleum products in the possession of or under the custody of the Contractor by reason of this contract, which is hereinafter referred to in this clause as "such property," shall at all times remain in the Government, and such property shall be used only for the purposes set forth in this contract. The Government shall at all times have access to the premises wherein any such property is located.

(c) The Contractor shall protect and preserve such property in a manner consistent with sound industrial practice.

(d) At the end of the contract period the Government may abandon any Government-owned petroleum products in place, at which time all obligations of the Government regarding such abandoned petroleum products shall cease. The contract price shall be reduced to reflect the fair market value of any abandoned petroleum products. If an agreement as to compensation for abandoned petroleum products cannot be reached in a timely manner, the Contracting Officer will make a formal determination. The decision will be subject to resolution in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause.

(e) The Contractor shall not be liable for loss of or damage to all such property while in the possession of or under the custody of the Contractor by reason of this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto)--

(1) Which results from negligence, or bad faith, or willful misconduct of the Contractor, its employees, or agents; or

(2) Which results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(f) Except for those risks assumed by the Contractor pursuant to subparagraph (e)(1) of this clause, the Contractor represents and warrants that the prices stated in the Schedule do not include the cost of insurance covering risk or loss of or damage to such property while in the possession of or under the custody of the Contractor by reason of this contract, nor any provision for a reserve to cover such risk. In the event the Contractor is reimbursed or compensated for any loss or damage to such property, it shall reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(DESC 52.245-9F25)

I122 USE OF FACILITIES (DESC APR 1984)

(a) The Contractor shall not use the facilities (defined in FAR Part 45) for any purpose other than that required for the performance of this contract.

(b) The Contractor shall not be required to pay rental for the use of the facilities for the performance of this contract. The Contractor shall not include any amount on account of rental of the facilities as an element of price or cost under this contract. The Contractor further agrees and represents that in no event will it include any amount or allowance for amortization, depreciation, or obsolescence of the facilities as an element of cost or price under any contract with the Government or any subcontract thereunder.

I122 Cont.

(c) The Government shall not be liable to the Contractor for damage or loss of profit by reason of nondelivery or of any delay in the delivery of any of the facilities. In any such case, the Contracting Officer shall equitably adjust the performance dates or contract price, or both, and any other contract provisions affected by the nondelivery or delay in accordance with the procedures provided for in the CHANGES clause of this contract.

(DESC 52.245-9F10)

I123 TITLE TO FACILITIES (DESC JUL 1991)

(a) Title to the facilities, including any additions or replacements thereto, furnished by the Government shall at all times remain with the Government.

(b) Title to all repairs, replacement parts, or accessories furnished and affixed to the facilities by the Contractor in performing maintenance hereunder shall vest in the Government.

(DESC 52.245-9F15)

I130 RISK OF LOSS OR DAMAGE TO GOVERNMENT-OWNED AND/OR CHARTERED AIRCRAFT (DESC APR 1968)

(a) The Contractor shall not be liable for loss of or damage to Government-owned and/or chartered aircraft arising out of or in any way connected with the Contractor's performance under this contract, or for expenses incidental to such loss or damage, except that the Contractor shall be liable for any such loss or damage including expenses incidental thereto--

(1) That results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who have supervision or directions of (i) all or substantially all of the Contractor's business, or (ii) all or substantially all of the Contractor's operations pertaining to performance hereunder; or

(2) That results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, and the Contractor in such case shall be responsible only to the extent of such insurance or reimbursement.

(b) In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to such Government-owned and/or chartered aircraft, it shall reimburse the Government in the amount thereof. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(DESC 52.245-9F20)

I171.01-3 SOCIOECONOMIC PROPOSAL (MAR 1996) – DLAD

In addition to any subcontracting plan required by FAR clause 52.219-9--

(a) Provide a description of the efforts your company will make to assure that small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies, and any other support that will be provided to you by small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting opportunities for small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business concerns during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small businesses.

(d) Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

(DLAD 52.215-9002)

I209.02 EXTENSION PROVISION (DESC OCT 1984)

The Government shall have the right to extend this contract upon the same terms and conditions on a month-by-month basis for a total of no more than six months. Notice of extension may be furnished any time prior to the expiration of this contract or any extension thereof. The foregoing extensions may be exercised by the Government (a) where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until the succeeding Contractor is positioned to commence performance, (b) where the Government decides that follow-on services will be performed by the Government, rather than a commercial Contractor, or (c) where the Government terminates for default a contract for follow-on services prior to the commencement of services to have been provided thereunder.

(DESC 52.217-9F35)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from March 1, 2002 through February 28, 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

Space Left Blank

I227 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2002. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2002, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(FAR 52.232-19)

I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) EVALUATION PREFERENCE

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

THE FOLLOWING "I" CLAUSES INCORPORATED BY REFERENCE:

I1	DEFINITIONS (OCT 1995) - FAR 52.202-1
I1.01-9	DEFINITIONS (CONT'D) (AARD/TESTING) (DESC JAN 1996) - FAR 52.202-9F30
I1.02	COMPUTER GENERATED FORMS (JAN 1991) - FAR 52.253-1
I1.06	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) - DFAR 252.243-7002
I1.22	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) - FAR 52.203-10
I1.22-1	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY - (JAN 1997) FAR 52.203-8
I1.24	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997) - FAR 52.203-12
I2	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) - DFAR 252.204-7003
I2.01	CHANGES - FIXED-PRICE (ALT I) (AUG 1987/APR 1984) - FAR 52.243-1/ALT I
I3	EXTRAS (APR 1984) - FAR 52.232-11
I3.01	PROMPT PAYMENT (JUN 1997) - FAR 52.232-25
I4	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997) - FAR 52.232-8
I7	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996) - FAR 52.204-4
I8.02	ASSIGNMENT OF CLAIMS (ALT I) (JAN 1986/APR 1984) - FAR 52.232-23/ALT I
I11.03	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) - FAR 52.249-8
I11.04	BANKRUPTCY (JUL 1995) - FAR 52.242-13
I12.01	DISPUTES (DEC 1998) - FAR 52.233-1
I12.03	PROTEST AFTER AWARD (AUG 1996) - FAR 52.233-3
I16.01	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000) - FAR 52.222-4
I18	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999) - DFARS 252.203-7001
I18.02	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) - FAR 52.222-21
I18.03	EQUAL OPPORTUNITY (FEB 1999) - FAR 52.222-26
I18.06	DISPLAY OF DOD HOTLINE POSTER (DEC 1991) - DFARS 252.203-7002
I20	COVENANT AGAINST CONTINGENT FEES (APR 1984) - FAR 52.203-5
I24	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) - FAR 52.222-1
I25	AUTHORIZATION AND CONSENT (JUL 1995) - FAR 52.227-1
I27	GRATUITIES (APR 1984) - FAR 52.203-3
I28.16	FEDERAL, STATE, AND LOCAL TAXES (JAN 1991) - FAR 52.229-3
I31.05	LIMITATION OF PRICE AND CONTRACTOR OBLIGATIONS (DESC OCT 1984) - FAR 52.217-9F75
I31.06	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984) - FAR 52.232-9
I32	CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997) - FAR 52.217-2
I33	INTEREST (JUN 1996) - FAR 52.232-17
I36	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - FAR 52.249-2
I43.01	LIMITATION OF LIABILITY - SERVICES (FEB 1997) - FAR 52.246-25
I43.02	LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993) - DFARS 252.232-7007
I94	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) - FAR 52.215-10
I95	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999) - FAR 52.215-2
I97	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) - FAR 52.215-12
I98	PROTECTING THE GOVERNMENT'S INTERESTS WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) - FAR 52.209-6
I100	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989) - FAR 52.222-41
I102	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989) - FAR 52.222-43
I102.02	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PAYROLL TAX ADJUSTMENT - FAR 52.222-9F10
I102.04	DRUG-FREE WORKPLACE (JAN 1997) - FAR 52.223-6
I114	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) - FAR 52.245-2
I117	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) - FAR 52.237-2
I124	LIABILITY FOR THE FACILITIES (JAN 1997) (DEVIATION) - FAR 52.245-8

I129	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984) – FAR 52.236-14
I131	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) – FAR 52.228-5
I132.02	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) – FAR 52.215-8
I168	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA – FAR 52.222-35
I169	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA – FAR 52.222-37
I170	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999) – FAR 52.219-8
I171.01-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES – FAR 52.226-1
I171.01-2	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (OCT 2000/OCT 2000) - (FAR 52.219-9/Alt II)
I171.03	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING – DLAD 52.219-7003
171.07	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999) – FAR 52.219-16
I176	COST ACCOUNTING STANDARDS (APR 1998) – FAR 52.230-2
I176.05	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999) – FAR 52.230-6
I181	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) – FAR 52.222-36
I185.01	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992) – DFARS 252.225-7031
I190.03	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993) – DFAR 252.223-7006
I190.05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998) – FAR 52.223-5
I198	PRICING OF CONTRACT MODIFICATIONS (DEC 1991) – DFAR 252.243-7001
I225	PAYMENTS (APR 1984) – FAR 52.232-1
I227.02	OBLIGATION OF FUNDS FOR OPERATION AND MAINTENANCE FUNDED ITEMS (MULTIYEAR) - FAR 52.232-9F40
I229	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) – FAR 52.203-6
I251	ANTI-KICKBACK PROCEDURES (JUL 1995) – FAR 52.203-7
I255	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) – DFAR 252.209-7000
I285	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) – FAR DFAR 252.209-7004

SECTION J - LIST OF ATTACHMENTS

<u>FORM</u>	<u>TITLE</u>	<u>LOCATION</u>
DD1707	INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
SF33	SOLICITATION, OFFER AND AWARD	PAGE 1
	DEPARTMENT OF LABOR WAGE DETERMINATION	
	# 1994-2057 (REV. 25) DATED 05/31/2001	ATTACHMENT 1
	OFFEROR SUBMISSION PACKAGE (OSP)	ATTACHMENT 2
	(INCLUDES DESC-P 19.2 Jul 00 Small Business Subcontracting Plan)	

SPACE LEFT BLANK

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS**K1.01-5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

(a) It--

☐ has

☐ has not--

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;

(b) It--

☐ has

☐ has not--

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(FAR 52.222-22)

K1.01-6 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

THE FAR REPRESENTATION IN THE FOLLOWING PARAGRAPH SHALL BE COMPLETED BY EACH OFFEROR WHOSE OFFER IS \$50,000 OR MORE AND WHO HAS 50 OR MORE EMPLOYEES.

This representation--

☐ DOES APPLY.

☐ DOES NOT APPLY.

The offeror represents that--

(a) It--

☐ has developed and has on file

☐ has not developed and does not have on file--

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(FAR 52.222-25)

K1.01-11 SMALL BUSINESS PROGRAM REPRESENTATIONS (ALTS I/II) (OCT 2000/OCT 2000/OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 484220.

(2) The small business size standard is \$18.5 million.

(3) The small business size standard for a concern that submits an offer in its own name, other than on a construction or service contract, but that proposes to furnish a product that it did not itself manufacture, is 500 employees.

(b) REPRESENTATIONS.

(1) The offeror represents as part of its offer that it--

☐ is,

☐ is not

a small business concern.

(2) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

☐ is,

☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it--

☐ is,

☐ is not

a women-owned small business concern.

(4) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as part of its offer, that it—

☐ is

☐ is not

a veteran-owned small business concern.

(5) **(Complete only if offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents, as part of its offer, that it —

☐ is

☐ is not

a service-disabled veteran-owned small business concern.

K1.01-11 Cont'd.

(6) **(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, as part of its offer, that--

(i) It--

☐ is

☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

☐ is

☐ is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in subdivision (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____	_____
_____	_____
_____	_____
_____	_____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) **(Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

K1.01-11 Cont'd.**(c) DEFINITIONS.** As used in this provision--**(1) Service-disabled veteran-owned small business concern** means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

(3) Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

(4) Veteran-owned small business concern means a small business concern—

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(5) Women-owned small business concern means a small business concern—

(i) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) NOTICE.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of a fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(FAR 52.219-1/Alts I/II)

K1.06 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

K7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

NOTE: This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts that are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) **CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT.**

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form Number CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) **CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT.**

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and address of cognizant ACO or Federal official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) **CERTIFICATE OF MONETARY EXEMPTION.**

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) **CERTIFICATE OF INTERIM EXEMPTION.**

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

K7 Cont'd.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause in lieu of the COST ACCOUNTING STANDARDS clause.

☐ The offeror hereby claims an exemption from the COST ACCOUNTING STANDARDS clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the COST ACCOUNTING STANDARDS clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

(FAR 52.230-1)

K15.03 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(FAR 52.203-2)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K41 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) **DEFINITION. Women-owned business concern**, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **REPRESENTATION.** (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS, of this solicitation.) The offeror represents that it [] is, [] is not a women-owned business concern.

(FAR 52.204-5)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

K88 TAXPAYER IDENTIFICATION (OCT 1998)**(a) DEFINITIONS.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) TAXPAYER IDENTIFICATION NUMBER (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because--
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) TYPE OF ORGANIZATION.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) COMMON PARENT.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name: _____

TIN: _____

(FAR 52.204-3)

K94 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that--

(i) The offeror and/or any of its principals--

(A) ☐ are,
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any

Federal agency;

(B) ☐ have,
☐ have not

within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) ☐ are,
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(ii) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(i)(A), (B), and (C) of this provision--

☐ has,
☐ has not

within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(a) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them);

(b) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(c) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The offeror—

☐ has,
☐ has not

within the three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) **Principals**, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES, AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

K94 Cont'd.

(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(FAR 52.209-5)

K96 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(FAR 52.203-11)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)

(a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 120 calendar days.

(d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.

(e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror.

(DESC 52.215-9FB1)

L2.01 INSTRUCTIONS TO OFFERORS (RFP) (DESC OCT 1981)

Offerors are expected to examine all sections of the solicitation and the Information to Offerors form. Failure to do so will be at offeror's risk. Each offeror shall furnish the information required by the solicitation. Offers and modifications thereto shall be signed and dated. The name and title of the person authorized to sign the offer is to be printed or typed on the offer. The offer shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. Erasures or other changes must be initialed by the person signing the offer. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(DESC 52.215-9F45)

L2.05-8 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (ALT I) (FEB 2000/OCT 1997)

(a) **DEFINITIONS.** As used in this provision--

(1) **Discussions** are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

(2) **In writing** or **written** means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

(3) **Proposal modification** is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

(4) **Time**, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturday, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF PROPOSALS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals, and modifications to proposals shall be submitted in paper media in sealed envelopes or packages—

(i) Addressed to the office specified in the solicitation; and

(ii) Showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the prices set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic address if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

SPACE LEFT BLANK

L2.05-8 Cont'd.**(3) Submission, modification, revision, and withdrawal of proposals.**

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is **"late"** and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(a) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(b) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, or

It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(c) It is the only proposal received.

It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposal in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, EVALUATION OF FOREIGN CURRENCY OFFERS, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) **OFFER EXPIRATION DATE.** Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet.

(e) **RESTRICTION ON DISCLOSURE AND USE OF DATA.** Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: THIS PROPOSAL INCLUDES DATA THAT SHALL NOT BE DISCLOSED OUTSIDE THE GOVERNMENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED -- IN WHOLE OR IN PART -- FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFEROR AS A RESULT OF -- OR IN CONNECTION WITH -- THE SUBMISSION OF THIS DATA, THE GOVERNMENT SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT. THIS RESTRICTION DOES NOT LIMIT THE GOVERNMENT'S RIGHT TO USE INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM ANOTHER SOURCE WITHOUT RESTRICTION. THE DATA SUBJECT TO THIS RESTRICTION ARE CONTAINED IN SHEETS (INSERT NUMBERS OR OTHER IDENTIFICATION OF SHEETS); and

L2.05-8 Cont'd.

(2) Mark each sheet of data it wishes to restrict with the following legend: USE OR DISCLOSURE OF DATA CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.

(f) CONTRACT AWARD.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(FAR 52.215-1/Alt I)

L2.06 EVIDENCE OF RESPONSIBILITY (AARD) (DESC NOV 1989)

(a) Each offeror must show evidence of a capability to provide the mandatory requirements set forth in the statement of work and elsewhere in this solicitation.

(b) A review board composed of one or more Government personnel will thoroughly review the adequacy of the proposal. Proposals will be categorized, following evaluation, as--

(1) Acceptable as submitted.

(2) Marginal (Reasonably susceptible to being made acceptable by submissions of clarifying or supplemental information which does not basically change the proposal as submitted).

(3) Not acceptable.

(c) Upon final determination that a proposal is "not acceptable," the Contracting Officer shall promptly notify the firm submitting the proposal that it will not be considered and shall indicate, in general terms, the basis for the determination.

(d) The Contracting Officer may request offerors of marginal proposals to submit additional information by identifying areas requiring clarification. In initiating a request for more information, the Contracting Officer shall set an appropriate time for submission of such information as part of the proposal. If additional information incorporated as part of the proposal within this time establishes that the proposal is acceptable, it shall be so categorized. Otherwise, the proposal shall be deemed unacceptable.

(DESC 52.209-9F10)

L2.21 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DOD FAR Supplement Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(FAR 52.252-5)

L2.28 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

(a) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotations or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR/DFARS: <http://farsite.hill.af.mil/>
FAR/DFARS: <http://www-far.npr.gov/>
DLAD: <http://www.procregs.hq.dla.mil/>

(FAR 52.252-1)

L2.31.100 PROPOSAL FORMAT AND CONTENT (DESC JUN 2001)

Proposals will be submitted in two sections and clearly labeled **Price Proposal** and **Technical Proposal**. Offers for less than the entire four-year contract period will not be considered.

(a) PRICE PROPOSAL.

(1) The SERVICES TO BE FURNISHED clause must be completed and a detailed cost breakdown included. All fill-ins in the Offeror Submission Package must be completed and submitted with the offer. The offeror should submit the original and one copy of the price proposal.

(2) If any exceptions are to be taken to the terms and conditions, indicate specific paragraphs and submit as part of the price proposal. Only exceptions detailed here will be considered exceptions to the requirements of the solicitation.

(b) TECHNICAL PROPOSAL.

(1) The offeror will submit the original and 3 copies of the technical proposal. The proposal will be evaluated strictly on technical merit, and should describe and justify the offeror's technical approach to the requirements of the work to be performed. Without simply mirroring the content of the PWS, the offeror will provide a concept as to how the workload for the location in question will be accomplished. Within the limits outlined below, the technical proposal should be specific, complete in every detail, and provide concise, straight forward descriptions of the offeror's capability to perform this work. Offerors will identify any technical, schedule, performance, or cost risks associated with their proposals, and describe how they will resolve or avoid the identified risks. Proposals that are unrealistic in terms of technical commitments or price may be considered indicative of a lack of understanding of the solicitation requirements. The complete technical proposal for factor (2)(i), excluding résumés and equipment sale/lease agreements, **will not exceed 25 pages**.

(2) **SPECIFIC INSTRUCTIONS.** Technical proposals should address the following subjects, which will be evaluated to determine technical scores:

(i) OPERATIONAL CAPABILITY.

(A) The offeror must provide a complete description of the equipment to be provided as follows:

(a) **PRIME MOVER/TRACTOR.** List prime movers/tractors by make, model or series, model year, gross vehicle working rate (GVWR), by axle and total, and the condition of the unit;

(b) **CARGO TANK.** List cargo tanks(s) by manufacturer, model or model number, the year originally built and certified, and, applicable, the date refurbished stretched, or rebarreled. Also, provide the MC/DOT specification, the capacity as reflected by the tank data plate, and the condition of the tank.

(c) **PUMPING SYSTEM.** Show the manufacturer of the system, use "local" if built by the offeror, the year originally built and refurbished, the year installed, and whether the components are new/used or a combination thereof.

L2.31.100 Cont.

(d) **OWNERSHIP.** If the equipment offered is not owned by the offeror, a sale or lease agreement must be submitted. This agreement must show the number and description of the trucks, tractors, trailers being provided, and that all parties have agreed to a delivery date, price, and terms of payment. A conditional agreement is acceptable. Any other equipment to be provided should also be described.

(B) The offeror will submit a detailed manning plan. Using a 24-hour (across) by 7-day (down) template, provide a typical week/weekend workforce schedule for all positions showing all labor classifications and titles, including managers.

Each offeror will also submit a summary Contract Compliance Plan and a summary Training Plan (each no longer than 2 pages). In addition, a list of key personnel, the Corporate Executive Officer, the On-Site Manager, and the Assistant Manager, if applicable, and their résumés in the following format, will be provided::

- (a) Name.
- (b) Current position.
- (c) Current employer.

(d) An employment history of the positions held and the period of employment, the employer, and a brief description of the responsibilities for the position. All military experience claimed shall treat each tour as a separate employer. Time frames/title(s)/responsibilities for military experience shall be provided as discussed above.

(ii) **PAST PERFORMANCE.**

(A) **EXPERIENCE.** The offeror shall list all contracts and subcontracts (completed or in progress) for the last three years from DESC as well as others (completed or in progress) for other Government agencies or the private sector that are related to the proposed contract. Failure to submit a complete list may reflect adversely on the Contractor. The Government has the option to consider information from these sources, and any others that may be available, that it deems necessary in order to make an accurate assessment of the Contractor's past performance. The offeror should include the following information:

- (a) Name of contracting activity;
- (b) Contract number;
- (c) Contract type and dollar value;
- (d) Brief description of the work (if the offeror is a large business, include a description of

any subcontracting); and

(e) Contracting Officer, Contracting Officer's Representative, Administrative Contracting Officer, and program manager (all that are applicable) with telephone numbers. These contracts may include efforts undertaken on behalf of (1) private industry, (2) quasi-government organizations, or (3) Federal agencies, including those performed for non-DoD activities.

(B) The offeror should provide information on any significant problems encountered and corrective actions taken.

(iii) **SUBCONTRACTING.** The offeror should describe the extent of any planned subcontracting with small, small disadvantaged and women-owned small businesses, or historically black colleges/universities or minority institutions.

L5 SERVICE OF PROTEST (AUG 1996)

(a) **Protests**, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from--

ATTN: **DFSC-CPA**
 DEFENSE ENERGY SUPPORT CENTER
 8725 JOHN J KINGMAN ROAD SUITE 4950
 FORT BELVOIR VA 22060-6222

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO. (FAR 52.233-2)

L5.01-1 AGENCY PROTESTS (SEP 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (NOTE: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L11 POSTPONEMENT OF OPENING/CLOSING OF OFFERS (OCT 1982) DLAD

If the opening/closing of offers is postponed because emergency or unanticipated events (such as, but not limited to, flood, fire, accident, weather condition, or strikes) result in closing the designated site for opening/closing of offers, so that the conduct of openings/closings as scheduled is impracticable, offers or modifications or withdrawal of offers received prior to the time of actual opening/closing will be considered as timely. Offers or modifications or withdrawals of offers received after the time of actual opening/closing of offers, when opening/closing of offers was postponed as provided above, will not be considered except as provided in FAR 52.214-7 or 52.215-10, as applicable.

(DLAD 52.214-9000)

L17 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained --

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the --

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4 SECTION D
700 ROBBINS AVENUE
PHILADELPHIA PA 19111-5094

TELEPHONE: (215) 697-2667/2179
FACSIMILE: (215) 697-1462.

(FAR 52.211-2)

L18 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(FAR 52.222-24)

L23 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(DFARS 252.209-7003)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(FAR 52.216-1)

L82 WAGE DETERMINATION (DESC JAN 1986)

This procurement is subject to Wage Determination Number 1994-2057 Rev.25 dated 05/31/2001 as determined by the Administrator, Wage and Hour Public Contracts Division, U.S. Department of Labor. Register of Wage Determination and Fringe Benefits under the McNamara-O'Hara Service Contract Act is attached and made a part of this solicitation.

(DESC 52.222-9F10)

L87.06 CONDITIONS FOR MULTIYEAR OFFERS (DESC FEB 1995)

- (a) Offerors must submit a price for the total multiyear requirements. Offers for less than the multiyear requirements will not be considered for award, except for items specifically designated as one-year requirements.
- (b) An offer price on a multiyear line item shall apply to the entire period of the multiyear requirement.
- (c) Price changes will be made in accordance with economic price adjustment provisions in the contract.
- (d) Award will not be made for less than the multiyear requirements, except for those items designated as one-year requirements.

(DESC 52.207-9FA5)

L96 ADMINISTRATION OF THE SMALL BUSINESS SUBCONTRACTING PROGRAM (DESC FEB 1999)

The SMALL BUSINESS SUBCONTRACTING PLAN clause contained in any contract awarded under this solicitation will be administered by the cognizant Defense Contract Management District.

(DESC 52.242-9F15)

L196 PREPROPOSAL CONFERENCE (AARD) (DESC AUG 1993)

A Pre-proposal Conference, in conjunction with the site visit, will be held on August 2, 2001 in Bldg 23166 commencing at 9:00 a.m. at the MCAS Camp Pendleton, CA. Contractors are requested to submit by email sstovall@desc.dla.mil or by fax at 703-767-9338 with the name(s) of the individual(s) who plan to attend, on or before noon July 27, 2001.

(DESC 52.215-9F15)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offers that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

L205 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code must be for that name and address. Enter **CAGE** before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete Section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(DFARS 252.204-7001)

SECTION M - EVALUATION FACTORS FOR AWARD**M2.03-1 SOCIOECONOMIC EVALUATION (OCT 1996) - DLAD**

The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small businesses and historically black colleges or universities and minority institutions in performance of the contract, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small businesses and historically black colleges or universities and minority institutions will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the Contractor has adhered to its socioeconomic plan. This plan will be monitored by the cognizant Defense Contract Management Command's small business office as a means of assisting the Contracting Officer in determining how well the Contractor has in fact performed. This determination will then be used as a consideration prior to option exercise and future source selection decisions. Performance on prior contracts in subcontracting with and assisting small businesses and historically black colleges or universities and minority institutions will be part of past performance evaluation.

(DLAD 52.215-9003)

M28.100 EVALUATION OF OFFERS (DESC JUN 2001)

(a) Award of this contract shall be made by using source selection procedures. Proposals submitted in response to this solicitation should be prepared in accordance with the PROPOSAL FORMAT AND CONTENT clause and will be evaluated by a board of one or more Government personnel. Final selection shall be made by the Source Selection Authority based on an overall assessment of each offeror's technical and price proposals. Judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. The resultant contract shall represent the best overall value to the Government.

(b) For purposes of this solicitation, price and technical merit are equal in importance. However, as proposals become more equal in their technical merit, the price becomes more important.

(i) **PRICE EVALUATION.** The Government reserves the right to award to other than the lowest evaluated offer. The low offer will be determined by computing the total cost to the Government for the four-year period of performance. This will be accomplished by adding the proposed monthly service charge for all of the program periods in the Schedule clause, including four years of augmentation.

(ii) **TECHNICAL EVALUATION.** Technical proposals will be rated and ranked against the evaluation factors listed below. Factors 1 and 2 are equal in importance, and significantly more important than Factor 3. Subfactors (A) and (B) under factor 1 are equal in importance.

FACTOR 1**OPERATIONAL CAPABILITY**

Subfactor A * Number, size, age, condition, and quality of trucks and other equipment to be provided.

Subfactor B * Demonstration of understanding the operational requirements, including the adequacy of the manning plan to meet the requirements.

* Each subfactor is equal in importance.

FACTOR 2**PAST PERFORMANCE**

The Government will evaluate the offeror's past performance. In doing this, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other subcontractors, and any others who may have useful information. Offerors lacking relevant past performance history shall receive a neutral evaluation for past performance.

A record of acceptable past performance will not result in a favorable assessment of an otherwise unacceptable proposal.

FACTOR 3**SUBCONTRACTING**

The Government will evaluate the offeror's commitment to subcontracting with small, small disadvantaged and women-owned small businesses, or historically black colleges/universities or minority institutions.

(c) After each evaluation, each of the factors described in (b)(ii) above will be given one of the following ratings:

- (1) Exceptional.
- (2) Very Good.
- (3) Satisfactory.
- (4) Marginal.
- (5) Unsatisfactory.

Proposals may be rated differently within each category, i.e., two proposals may receive an exceptional rating, but one may be more exceptional than the other.

M28.01 BASIS FOR AWARD (DESC AUG 1989)

Award of this contract shall be made by using source selection procedures. Proposals submitted in response to this solicitation will be evaluated by a board of one or more Government personnel, with selection of the Contractor made on the basis of an overall assessment of each offeror's ability to satisfy the requirements of the solicitation. Final selection of the Contractor will be made by the Source Selection Authority (SSA). This overall assessment will include evaluation of general considerations as well as the result of the evaluation of technical and price proposals, recognizing that subjective judgment on the part of the Government evaluator(s) is implicit in the entire source selection process. Examples of general considerations include proposed contractual terms and conditions, and results of a preaward survey. The Government reserves the right to award to other than the lowest evaluated offeror. The SSA will make a determination of the overall merit of each proposal in terms of its potential to satisfy the needs of DESC.

(DESC 52.209-9F30)

SECTION C



PERFORMANCE WORK STATEMENT (PWS)

for

AIRCRAFT FUEL SERVICES

under

SOLICITATION SP0600-01-R-0083

MARINE CORP AIR STATION

CAMP PENDLETON, CA 92054-5151

TABLE OF CONTENTS

C-1.0	GENERAL.....	1
C-1.1	GENERAL DESCRIPTION	1
C-1.2	MISSION.....	1
C-1.3	CONTRACT PERFORMANCE	1
C-1.4	DETAILED PLANS.....	2
C-1.5	CONTRACT TURNOVER.....	3
C-1.6	PLANNING INFORMATION.....	3
C-1.7	PERSONNEL STAFFING OBJECTIVES.....	4
C-1.8	NORMAL WORKDAY OPERATIONS	4
C-1.9	PERSONNEL QUALIFICATIONS.....	4
C-1.10	RESERVE TRAINING.....	6
C-1.11	NOTIFICATION OF CORRESPONDENCE AND VISITS.....	6
C-2.0	SPECIFIC TASKS (FIRM FIXED PRICE).....	7
C-2.1	TASKS, GENERAL.....	7
C-2.2	FUEL SERVICING OPERATIONS.....	7
C-2.3	BULK FUEL OPERATIONS.....	10
C-2.4	SERVICE STATION OPERATIONS	10
C-2.5	GROUND FUEL DELIVERY	10
C-2.6	USED OIL COLLECTION AND HANDLING.....	10
C-2.7	RECYCLABLE JET FUEL.....	10
C-2.8	CRYOGENICS STORAGE AND DISTRIBUTION OPERATIONS.....	10
C-2.9	INVENTORY AND ACCOUNTING.....	10
C-2.10	QUALITY SURVEILLANCE	11
C-2.11	PROPERTY MANAGEMENT AND MAINTENANCE.....	13
C-2.12	PREVENTIVE MAINTENANCE - FACILITIES AND EQUIPMENT	13
C-2.13	TRAINING AND RECORDS KEEPING	15
C-2.14	CONTRACTOR SAFETY PLAN.....	15
C-2.15	ENVIRONMENTAL PROTECTION	16
C-2.16	SECURITY.....	17
C-2.17	PROPERTY INVENTORY AND ACCOUNTABILITY.....	17
C-2.18	USE OF GOVERNMENT FACILITIES	18
C-3.0	CONTRACTOR-FURNISHED EQUIPMENT.....	19
C-3.1	GENERAL	19
C-3.2	VEHICLES.....	19
C-3.3	RECORDS, INSPECTIONS AND DISPOSITION OF PROPERTY	30
C-3.4	OTHER EQUIPMENT AND SUPPLIES.....	31
C-3.5	UNIFORMS.....	31
C-4.0	LOGISTICS SUPPORT, COST REIMBURSABLE.....	32
C-4.1	GENERAL	32
C-4.2	SERVICES REQUIRING A TASK ORDER.....	32
C-4.3	AUGMENTATION	33

C-1.0 GENERAL

C-1.1 General Description

This Performance Work Statement (PWS) is established to identify Contractor responsibility to furnish, maintain, and operate mobile fuel servicing equipment for the support of aircraft assigned to and as may transit, deploy to, or exercise from **Marine Corps Air Station Camp Pendleton, CA**, hereafter referred to as **MCAS Camp Pendleton**. It also establishes the Contractor's responsibility to operate Government fuel facilities and equipment to the extent necessary to connect Contractor owned and operated vehicles to and operate the truck fillstand to receive product or to a system receipt header to return product to storage.

The MCAS Camp Pendleton fuel facility is a compact system consisting of 4 aboveground 1300-barrel jet fuel tanks supplied by commercial tank truck and an eight position direct refueling system all of which are operated by the Government. Contractor used/occupied facilities consist solely of a room within building 23185, which is used as the site manager and dispatch office. The Contractor's provides a 6' X 12' trailer, which is used as the drivers ready room and a storage area.

C-1.2 Mission

MCAS Camp Pendleton is a pilot training activity and serves as a range launch point. In support of this mission, the Contractor shall be responsible for the following management functions.

- ✍ Fuel services (issue) of aviation fuels to aircraft and ground support equipment via mobile refueler.
- ✍ Fuel services (defuels) of aviation fuels to aircraft via mobile refuelers/defuelers.
- ✍ Operation of and input to the Fuels Automated System (FAS) and maintenance of FAS modules applicable to the Contractor furnished equipment
- ✍ Quality surveillance in the form of visual examination of samples taken during equipment inspections and the submission of samples to the Government operated fuel laboratory.
- ✍ Fuel accounting and administrative functions as they apply to the issue and defuel of petroleum products and submission of documentation to the Government operated fuel accounting office.
- ✍ All associated inspections, preventive maintenance (PM), and operator maintenance applicable to the contractors equipment and documentation of all inspections, PM, and repair actions.

The above as it applies to the issue/defuel of jet fuel to units assigned to or as may transit, deploy to, or take part in exercises at MCAS Camp Pendleton shall be the Contractors responsibility.

C-1.3 Contract Performance

The Contractor shall perform the tasks identified herein and achieve the performance standards for each task. The Contractor shall, as outlined in [Section C-1.4](#), submit performance based plans that demonstrate the Contractor is capable of meeting all performance standards outlined and shall comply with all applicable Federal, state, and local laws, DOD regulations, and station guidelines. Except as may be specified herein, the Contractor shall be responsible for obtaining computer access to or obtain copies of all Federal and state laws, regulations, codes, and commercial/civil guidelines, including changes thereto, that may be required in performance of this contract.

As outlined in Section I, Clause I102.04, Drug-Free Workplace, in Contractor shall endeavor to maintain a drug-free workplace through the implementation of the steps outlined within the aforementioned reference.

In addition to the documentation generated under the Quality Surveillance Program (QSP), [Appendix G](#), the Government may perform customer satisfaction surveys, which may be used as part of the assessment of contract performance. The COR has the option to increase the frequency of surveys to address contract compliance issues as needed.

C-1.4 Detailed Plans

On contract award or the time specified herein, the Contractor shall submit detailed plans to the Government for review and acceptance. The required plans address all fuel management related issues as they apply to the contracted functions at MCAS Camp Pendleton. All plans are considered dynamic documents that may be updated over the course of the contract. Plans to be submitted within 60 days of contract award provide the contracted activity time to review the documents and recommend changes prior to the contract start date. For those plans not required until after the contract start date, the Contractor shall follow existing Government procedures during the initial performance period. The *italicized* comments of the following paragraphs indicate when each plan or summary thereof is to do and to whom it will be submitted.

Contract Compliance Plan (CCP): Pursuit to the provisions of Section E, Inspection and Acceptance, Clause E5.03, the Contractor shall provide a comprehensive and detailed plan that will ensure contract compliance. The Contractor shall provide a CCP, an internal, self-inspection system acceptable to the Government, which addresses methods for meeting the performance standards established in [Section C-2.0](#). *See Section L, Clause L2.31 regarding the submission of a summary CCP for technical evaluation. The complete CCP shall be submitted to the contracted activity within 60 days of contract award and shall be in effect on contract start up.*

Product Quality Surveillance Plan (PQSP): A comprehensive plan to ensure that products placed in the care of the Contractor are properly handled, remains on-specification, and ready for issue. The PQSP shall include policy and procedure regarding sampling, submission of samples for testing at the level applicable to the fuel laboratory, documentation of test results, reports and records keeping, and actions to be taken in case of unacceptable test results. The plan shall fully outline Contractor responsibilities for quality surveillance as it applies to the Contractor under this PWS, [Section C-2.10](#). *The PQS plan shall be submitted to the contracted activity within 60 days of contract award.*

Environmental Protection Plan (EPP): Based on the requirements of [Section C-2.15](#), the Contractor shall submit a comprehensive and detailed plan outlining procedures necessary to protect the environment in accordance with applicable DOD, USN regulations, and local laws. *The EPP shall be submitted to the contracted activity within 60 days of contract award.*

Contract Management Contingency Plan (CMCP): The CMCP shall outline Contractor actions to ensure there will be no significant interruption of services resulting from labor disputes, catastrophic failure of equipment, or the effects of national disasters/emergencies within the Contractor's control. The plan shall provide specific details regarding subcontracting, the replacement of equipment anticipated to be out of service for more than 48 hours, and labor issues. The Contractor shall be responsible for repairing or replacing inoperable equipment or obtaining additional equipment and manpower required to satisfy day-to-day and contingency demands. Upgrading or modifying equipment to meet specific off station and public, over-the-road requirements, licensing or obtaining permits for equipment and personnel to operate on public roads, and adherence to insurance requirements shall be the responsibility of the Contractor. *The CMCP shall be submitted to the contracted activity within 60 days of contract award and shall be fully implemented at contract start up.*

Contract Maintenance Plan (CMP): As outlined in Section I, Clause I114, Government Property and [Section C-2.12](#), the Contractor shall establish and maintain a plan for the use, maintenance, repair, protection and preservation of the Government property identified in [Appendix A](#) and [B](#). The CMP shall clearly outline the procedures for planning, programming, accomplishing, and documenting preventive maintenance. Repairs to equipment and facilities as may be directed under [Section C-4.2](#), Equipment, Supplies, and Services Requiring a Task Order, shall also be covered. On acceptance, the CMP shall be incorporated into the contract. The COR will review the plan as necessary during the term of the contract and communicate any need for changes to the Contractor through the Contracting Officer. *The CMP, to include a draft copy of listings and reports to be generated by the computer based preventive maintenance program, shall be submitted to the contracted activity within 60 days of contract award.*

Contract Operations Plan (COP): The COP, a comprehensive and detailed set of procedures systematically outlining all aspects and requirements, including emergency operating and shutdown procedures and staffing plans, for the tasks specified in [Section C-2.0](#). *The COP shall be submitted to the contracted activity within 60 days of the start of the performance period.*

Inventory Control and Accountability Plan (IC&AP): A comprehensive and detailed plan to ensure Contractor compliance with the inventory and reporting requirements of DOD 4140.25M, DOD Management of Bulk Petroleum Products, Natural Gas, and Coal. Contractor performance with regard to the Fuels Automated System (FAS) and other fuel accounting issues as outlined in [Section C-2.9](#) shall also be covered. *The IC&AP shall be submitted to the contracted activity within 60 days of the start of the contract.*

Fuel Safety Plan (FSP): As reflected in [Section C-2.14](#), a detailed plan outlining product safety and handling characteristic and the procedures necessary to maintain a safe working environment. The plan, a compendium of references, local laws, and regulations applicable to the products stored and handled, Material Safety Data Sheets, and guidelines regarding the handling of such products shall be maintained and updated over the course of the contract. *The FSP shall be submitted to the contracted activity within 60 days of the start of the performance period.*

Contract Security Plan (CSP): A detailed plan as summarized in [Section C 2.15](#) shall clearly identifies Contractor responsibility for maintaining the security of Government facilities, equipment, and materials, as well as any Contractor furnished equipment, tools, and materials. *The CSP shall be submitted to the contracted activity within 60 days after contract award.*

Contract Training Plan (CTP): A comprehensive plan outlining training requirements and objectives, see [Section C-2.13](#). It shall list course and subject titles, provide a brief description of the subject, identify training sources and the employees to be trained (by job classification), establish the frequency of training, and detail the method of monitoring plan compliance. Training required by state and local governments, i.e., Marine Terminal Operator, shall also be included. *See Section L, Instructions, Conditions, and Notices to Offers or Quotes, Clause L2.31, regarding the submission of a summary CTP. The complete training plan shall be provided to the contracted activity during the contract turnover.*

C-1.5 Contract Turnover

The successor Contractor shall, during the last 72 hours of the expiring contract, be provided assistance by the outgoing Contractor and the COR in the accomplishing a joint facilities turnover inspection. The inspection shall provide for a facilities walk-through and property inventory, product sampling and testing, and a complete product inventory. The outgoing Contractor, during the last two weeks of the contract, shall permit personnel of the successor Contractor access to all contracted facilities to observe operations.

C-1.6 Planning Information

Based on historical workload data portrayed in Exhibits 1 through 4, the Contractor should plan to issue approximately **200,000** gallons of product to some **985** aircraft per month at MCAS Camp Pendleton. Workload information for specific fuel operations, i.e. issues to aircraft and other workload factors can be found in the figures and tables of [Section C-2.0](#). In addition, the exhibits to this PWS provide a more detailed view of issues, and fuel services by truck in terms of total services and average daily workloads. It is historic information provided to serve as the workload baseline for the fuel services function. Based on the data provided and specific information as may be provided by the base, the Contractor shall be responsible for adjusting personnel and equipment to meet seasonal workloads, exercise requirements, and other real time workload variances that may affect fuel operations over the short term. As an aid to planning, the Government will provide the Contractor correspondence and message traffic regarding training, exercises, and the deployment of aircraft to and from the base and outlying fields.

Discussions with Air Operations and Fuels Management and regarding the current and future mission of MCAS Camp Pendleton indicate there are no known or anticipated changes to the mission or flight operations. This outlook does not however preclude fundamental changes in mission, flight-training schedules, and assigned units as may be undertaken by the Navy. The Contractor will be notified as the requirement for long-term changes are made known and contract adjustments are deemed appropriate.

C-1.7 Personnel Staffing Objectives

The Contractor shall provide sufficient staffing to accomplish all truck refueling and defuel operations and other tasks identified in [Section C-2.0](#). The Contractor's staffing objectives shall be flexible and capable of meeting the demands of multiple aircraft servicing operations via mobile refuelers/defuelers. I The Contractor shall not schedule drivers to work in excess of the rules established by [49 CFR Part 395, Hours of Service of Drivers](#).

C-1.8 Normal Workday Operations

Normal airfield operating hours for MCAS Camp Pendleton are 0700 to 1800 Monday and Friday and 0700 to 0100 Tuesday through Thursday. The airfield is normally closed on weekends and holidays; however, see [Figure 1](#) regarding USMC Reserve weekend flight operations. The Contractor shall provide immediate aircraft fuel services support for the aforementioned hours within the response times established in [Section C-2.2.2](#); however, the Contractor shall maintain the capability to provide fuel support and respond to servicing demands anytime, 24 hours per day, 365 days per year. Offers shall include all labor associated with these operations in the price for the appropriate Contract Line Item Number (CLIN). Work that is considered outside of normal operations, i.e., the servicing of aircraft outside normal duty hours deemed necessary by the local command, unscheduled exercises, or real time contingencies will be reimbursable as outlined in [Section C-4.3](#). The Government will reimburse the contractor only for approved augmentation worked by "service employees." Essential personnel as listed in [Section C-1.10](#) are a part of the Contractor's Management Team and shall not be considered "service employees" as defined by Section I, Clause I100, Service Contract Act of 1965, as amended.

NOTE

As used above, "maintain the capability," should not be construed to mean or imply a requirement for full time staffing outside normal duty hours.

Figure 1 lists the functions to be performed by the Contractor and the hours they shall be manned. Tasks associated with a given function, will normally be accomplished within the hours specified. Empty cells indicate that a function is not normally manned for the days indicated by the column heading.

Figure 1: Hours of Operations

Function	Monday & Friday	Tuesday thru Thursday	Saturday	Sunday/Holidays
Aircraft Refueling Operations	0700-1800	0700-0100	As required ⁽¹⁾	As required ⁽¹⁾
Aircraft Defueling Operations	0700-1800	0700-0100	As required ⁽¹⁾	As required ⁽¹⁾
Fuel Dispatch Center	0700-0100	0700-0100	As required ⁽¹⁾	As required ⁽¹⁾

(1) Notification of USMC Reserve weekend requirements published in the airfield brief sheet, a copy of which is provided to contract fuels.

C-1.9 Personnel Qualifications

The Contractor shall ensure that personnel assigned to all tasks have the requisite knowledge and skills to meet minimum performance standards and comply with all applicable Federal and state laws, regulations, and code. All employees shall be able to read and understand English (be literate) to the extent they can read and understand regulations, detailed written orders, operating procedures, and training instructions and materials. Employees shall be capable of performing basic numeric operations (addition, subtraction, multiplication, and division) and writing in English to compose reports that convey complete thoughts.

C-1.9.1 Essential Personnel

As outlined in Section L, Clause L2.31, a resume shall be submitted for essential personnel, the Corporate Executive Officer, the Site Manager, and the Assistant Site Manager (full or part time).

Corporate Executive Officer: To assure continuity between the contracted location/activity and corporate office, the Contractor shall employ an executive who, for the duration of the contract, can make decisions concerning this contract. He/she shall have a complete understanding of the terms and conditions of this contract and shall be experience in the operation and maintenance of mobile fuel systems to the extent outline herein.

Site Manager: The Contractor shall employ a site manager. He/she shall have a minimum of four years experience in petroleum services operations. His/her experience shall include the operation and maintenance of mobile aviation and direct aviation refueling services equipment.

Two years of experience must be supervisory gained within five years immediately prior to contract start date. That experience must be specialized supervisory experience in bulk storage and mobile fuel servicing operations with emphasis in equipment maintenance, operations, and environmental compliance. Education may be substituted for experience. The minimum educational requirement is four years of college level courses in petroleum/industrial related fields.

Other than those administrative and management duties normally assigned, the site manager shall not have collateral duties nor shall the position be a collateral duty.

Assistant Site Manager: The Contractor shall employ an assistant site manager. The individual employed shall have a minimum of two years experiences. One year must be supervisory experience gained within five years immediately prior to contract start date. That experience must be specialized supervisory experience in bulk storage and mobile fuel servicing with emphasis on operations, equipment maintenance, and environmental compliance. Education may be substituted for experience. The minimum educational requirement is two years of college level courses in petroleum/industrial related fields. The assistant site manager may have collateral duties, except that of a dispatcher, however, the position shall not be a collateral duty. Assistant managers elevated to the manager position, short or long term, shall meet the collateral duty restrictions of the manager position.

Replacement of essential personnel. Should it become necessary to replace essential personnel, the Contractor shall, to the extent possible provide advance notification to the Government and a resume of the proposed candidate that supports the experience requirements listed above. In an emergency, the installation of new essential personnel shall be followed by a resume of the proposed candidate within 10 working days.

C-1.9.2 Additional Personnel Requirements

Dispatcher/Computer Operator IV: Each Fuel Management dispatcher/computer operator, hereafter referred to as a dispatcher, shall be computer literate. He/she shall posses sufficient computer skills to use client/server applications in a Microsoft Windows NT environment. Those skills shall include the ability to logon; shutdown; initiate modems; manipulate files; install applications; send and receive email; and to use web browsers to send and receive information. The use of Microsoft standard office products of Word, Excel, and PowerPoint; other commercial off the shelf applications and utilities; and custom software in such a manner that daily fuel operations are effectively and efficiently conducted are also required.

Dispatchers shall be skilled in the use of the DESC Fuels Automated System (FAS). Those skills shall include the use of the real time dispatch system, the manipulation data within the Fuel Manager system and the related fuel management modules and status board systems. The dispatcher shall be capability to analyzing hardware/software related problems to maintain accurate input flow, data retrieval, and output validity. In addition, dispatchers shall be knowledgeable of radio communications, instructions/ regulations pertaining to fueling and defueling of Government and civilian aircraft, and Government forms used to document aircraft fuel servicing. They must demonstrate familiarity with the layout of the base and outlying fields as well as the airfield and aircraft parking areas and restriction applicable to servicing aircraft within those areas. Individuals acting as dispatchers, shall be capable of to communicate in English, both orally and in writing.

Incumbent Contractors actively using FAS shall continue to provide FAS qualified dispatch personnel into the new contract period. New/first time Contractors shall arrange with the Navy Petroleum Office, Code RMB, to have dispatch personnel FAS trained and certified prior to the beginning of the contract start date. Initial FAS training of in place contract dispatch personnel and new contractor personnel will be provided by the Government. Once initial (Government) training of contract personnel has been provided, the Contractor shall be responsible for the continued training of dispatch personnel within the contract organization. Additional DESC funded training of contract personnel may be made available on submission of justification to NAVPETOFF RMB.

Fuel Truck Drivers/Operators: Fuel truck driver/operators shall be qualified to perform aviation fuel servicing operations (fuel servicing operations) by mobile refueler/defueler. Fuel servicing operators shall pass a Contractor administered base and flightline familiarization test, practical equipment/facility competency tests, and shall be certified as qualified and appropriate training records updated prior to operating mobile fuel servicing equipment unsupervised. The Contractor shall re-certify personnel annually or as requested by the COR. Operators shall be familiar with safety regulations applicable to aviation fuel servicing, and the airfield/base, and shall demonstrate a practical knowledge of and ability to inspection and maintain fuel servicing equipment. Operators shall be capable of performing basic math, shall have a working knowledge of forms, and shall be able to communicate in English, both orally and in writing.

All drivers shall be licensed in accordance with the vehicle operating laws, regulations, and code for the state in which they will operate equipment and shall be/remain in compliance with all such requirements for the duration of their employment under this contract. The Contractor shall ensure that drivers required to operate vehicles and equipment on public roads are appropriately licensed for the class of vehicle to be operated on such public roads. Driver records appropriate to the class of license an employee holds, i.e., individual Department of Motor Vehicle (DMV) driving record, and a current record of physical examination or certification shall be maintained by the Contractor and made available for review by the COR on request. The Contractor shall ensure that all drivers' records are kept current throughout the term of the contract.

The tasks outlined in [Section C-2.0](#) may require special skills, training, or certifications. The Contractor shall evaluate task requirements and provide qualified personnel to complete such tasks in accordance with all applicable laws and regulations.

C-1.10 Reserve Training

The Government reserves the right to enter and occupy contracted Government facilities and to use systems and equipment to conduct Naval Reserve training. Full cooperation in the joint use of facilities and systems is expected; however, the Contractor is not obligated to relinquish control of facilities required to fulfill its contractual commitments, provide training services, or provide access to contractor equipment for such training evolutions. To the extent possible, the Government will provide advanced notification of reserve training schedules to the Contractor.

C-1.11 Notification of Correspondence and Visits

The Contractor shall notify the COR of any and all visits or notice to visit the Contractor, its employees, or the contracted facilities by any federal, state, or local office or agency. The Contractor shall provide the COR copies of all correspondence resulting from such visits.

C-2.0 SPECIFIC TASKS (FIRM FIXED PRICE)

C-2.1 Tasks, General

The following defines the specific aviation fuel services requirements, to include corresponding duties such as quality surveillance, maintenance, accounting and administration, and janitorial services for which the Contractor shall be responsible. Various tasks are defined, outlined, and cross-referenced with regard to other tasks, hours of operation, contractor equipment requires, as well as Government furnished equipment, facilities, and services. All tasks reflected herein shall be performed by the Contractor.

C-2.2 Fuel Servicing Operations

Fuels servicing operations in support of aviation activities assigned to and as may transit, deploy to, or exercise from MCAS Camp Pendleton are defined as those fuel functions directly involved in the delivery of fuel products to aircraft and support equipment. Those functions are the **Fuel Dispatch Center**, responsible for direct contact with customers and the control of equipment and personnel, and **Aircraft Refueling**, the section responsible for providing qualified personnel and equipment to transport/issue products.

C-2.2.1 Fuel Dispatch Center

The Contractor shall staff the fuel management dispatch center, the focal point of the fuel management function, so that a computer operators/dispatchers, qualified as outlined in [Section C-1.11](#), are on duty for the days/hours listed in [Figure 1](#).

Aviation fuel is issued to station and transient aircraft by mobile refueler. Requests for services shall be taken by the fuel dispatch center from those organizations. Based on the specific request, equipment and personnel shall be dispatched and controlled as needed to satisfy the request received. All requests for fuel services shall be recorded, monitored, and historical records kept using the Fuels Automated System (FAS). The Contractor shall maintain FAS modules relevant to Contractor and Government furnished equipment and the maintenance thereof, as well as, modules concerning quality surveillance, personnel and training information, and all other FAS modules as may be available.

The fuel dispatch center shall perform basic fuels accounting and administration functions such as the collecting and reviewing fuel receipt, issue, and inventory documents. The dispatcher shall ensure all documents are legible and accurate, shall generate FAS reports, and shall ready all documents/reports for submission to fuel accounting office by 0900 Monday through Friday. Weekend/holiday documents shall be submitted the next duty day following the weekend or holiday.

?? Requirement: The Contractor shall receive and record requests for fuel servicing, dispatch personnel and equipment to meet the response times using FAS to capture all data relevant to the Fuel Division workload.

~~EE~~ The Contractor shall process requests for services using the Fuels Automated System (FAS).

~~EE~~ The Contractor shall maintain full control of aviation, ground fuel, and used oil servicing assets, dispatching personnel and equipment to meet demands within established response times.

~~EE~~ The Contractor shall prepare documentation and FAS summary reports for delivery to the Fuel Division office by 0900 Monday through Friday.

~~EE~~ Minimum Performance Standards:

~~EE~~ One hundred percent accurately in recording requests for aviation, ground fuel, and used oil support.

~~EE~~ One hundred percent control of aviation, ground fuel, and used oil servicing equipment and personnel.

~~EE~~ No operational delays in excess of standard response time resulting from dispatch actions.

~~EE~~ Fully maintain all FAS modules relevant to aviation, ground fuel, and used oil equipment and personnel.

~~EE~~ Submit summary FAS reports and transaction documentation to the Fuel Division office by 0900 hour daily, Monday through Friday.

C-2.2.2 Aircraft Fuel Servicing Operations

Aviation fuel servicing operations are defined as the delivery, or receipt by defuel, of aviation fuels by mobile refueler. The Contractor shall be responsible for performing all aircraft fuel servicing operations and safeguarding fuel supplies under its control during normal and adverse conditions.

As outlined in [Section C-1.8](#), the Contractor shall be capable of providing fuel servicing of station and transient aircraft 24 hours a day, 365 day per year, including holidays. During the normal duty hours reflected in [Figure 1](#) and as may be supplemented by local directives, each request for fuel services shall result in the dispatch of fuel servicing truck(s) and/or direct fuel servicing system operator(s) to the number of aircraft identified and prioritized by the requester so that each truck or operator dispatched arrives at the first aircraft for the specific work request, within **20 minutes** of the request for service. The Contractor shall continue to service subsequent aircraft in an orderly and timely manner until all fuel servicing requirements for a specific request are met. Drivers shall not interrupt the flow of work, i.e., service aircraft other than those to which they are directed, without approval by the dispatch center, nor shall drivers/operators interrupt servicing operations for rest or meal breaks without proper relief or explicit approval of the fuel dispatch center. On arriving at an aircraft, operators shall take all steps and precautions necessary to service the aircraft in accordance with NAVAIR 00-80T-109, other USN regulations, and station instructions applicable to fuel servicing operations.

NOTE

Requests for services outside the duty hours listed in [Figure 1](#) shall be meet within two hours as measured from the time of notification to the arrival of equipment at the aircraft requesting services.

The Contractor shall provide the fuel servicing equipment specified in [Section C-3.2.1](#), [Section C-3.2.2](#), and [C-3.2.3](#) in sufficient numbers to undertake the workloads outlined in [Figures 2, 2a](#), and [3](#). The Contractor shall maintain all equipment in a safe and fully serviceable condition. Equipment inspections and sampling, i.e., daily visuals and type "C" analysis, shall be accomplished and documented on the vehicle inspection forms to ensure equipment is ready for service.

Aviation fuel deliveries to off station locations shall be accomplished using trucks that are configured and licensed for use on public roads. All Federal, state, and local inspections, permits, licensing and insurance requirements for the truck(s) used, shall be a responsibility of the Contractor. Operators shall be licensed as set forth in [Section C1.11](#), Fuel Truck Drivers/Operators.

Figure 2 and 2a represents historical aircraft fuel issue and defuel data for jet fuel at MCAS Camp Pendleton. More detailed historical issue data is reflected in Exhibit 2, JP5/8 Issue Data and Trends. Other workload data exhibits provide average workload data in terms of truck movements applicable.

Figure 2: Jet Fuel Issues by Truck

Year	Total Gallons Issued Truck	Average Monthly Issues Truck	Total Requests for Service Truck	Average Monthly Request for Service Truck
FY99	1,796,340	149,685	11,774	981
FY00	2,218,582	184,882	13,435	1,120
FY01 ⁽¹⁾	962,451	192,490		
Total	4,977,373	171,634		

(1) Issue data through...

Figure 2a: Jet Fuel Defuels by Truck

Year	Total Gallons Defueled	Average Monthly Defueled	Total Requests for Defuels	Average Monthly Request for Defuels
FY99	120,105	10,009	903	75
FY00	167,238	13,037	993	83
FY01 ⁽¹⁾	38,727	7,745	275	55
Total	326,070	11,244	2,171	75

(1) Defuel data provided through end of February FY01.

Figure 3: Squadrons/Type of Aircraft ⁽¹⁾

Squadron	Type Aircraft	Number of Aircraft Assigned	Maximum Fuel Load ⁽²⁾	Average Refuel ⁽³⁾
HMM 164	CH46	20	630	270
HMLA 169	U/AH1	31	300/513	124
HMLA 267	U/AH1	32	300/513	125
HMM 268	CH46, U/AH1, CH53	24	630, 300/513, 2277	281, 125, 348
HMT 303	U/AH1	44	300/513	131
HMH 364	CH46	12	630	281
HMLA 367	U/AH1	32	300/513	125
HMLA 369	U/AH1	33	300/513	119
HMLA 775	U/AH1	20	300/513	153

(1) Data extracted from FAS Home Station Aircraft Database.

(2) See Military Handbook 844 (AS) or airframe specific NATOPS manuals.

(3) The average quantity of product issued in a single refueling on a day-to-day basis.

?? Requirement: The Contractor shall maintain fuel facilities and equipment and respond to requests for mobile and direct servicing of aircraft causing operational delays.

☞☞ The Contractor shall inspect, sample, and maintain refueling equipment.

☞☞ The Contract shall respond for accomplishing servicing request in a safe and timely manner.

☞☞ The Contractor shall adhere to all operational safety rules, i.e., grounding and bonding, safety distance criteria, fire watch, and other safety guidelines as may be appropriate.

☞☞ The Contractor shall fully document all issues of product.

☞☞ Contingency plans shall ensure uninterrupted mission support.

☞☞ Minimum Performance Standards:

☞☞ All equipment inspected and sampled by 0800 daily. Inspection documentation and laboratory reports available.

☞☞ One hundred percent respond to refueling requests within 20 minutes.

☞☞ No fuel spills due to Contractor negligence or misconduct.

☞☞ Daily truck inventories one hundred percent accurate.

☞☞ Documented issues/defuel/truck fills quantity One hundred percent accurate.

☞☞ Issue documentation One hundred percent complete and legible.

☞☞ Fuel servicing safety procedures and precautions observed.

C-2.3 Bulk Fuel Operations

Bulk fuel operations are not applicable under this contract.

Figure 4: Bulk Product Receipts

Figure 5: Bulk Storage Output

C-2.4 Service Station Operations

Service station operations are not applicable under this contract.

Figure 6: Service Station Operations

C-2.5 Ground Fuel Delivery

Ground Fuel Delivery operations are not applicable under this contract.

Figure 7: Ground Fuel Delivery

Figure 8: Ground Fuel Delivery Points and Schedules

C-2.6 Used Oil Collection and Handling

Used oil collection and handling are not applicable under this contract.

Figure 9: Workload Factor, Used Oil Collection

Figure 10: Used Oil Collection Points and Pick-Up Schedule

C-2.7 Recyclable Jet Fuel

Recyclable fuel handling operations are not applicable under this contract.

Figure 11: Recyclable Jet Fuel Collection Points and Pick-Up Schedule

Figure 12: Recyclable Jet Fuel Collection, Processing, and Issue

C-2.8 Cryogenics Storage and Distribution Operations

Cryogenics storage and handling operations are not applicable under this contract.

Figure 13: Cryogenic Receipts and Issues

C-2.9 Inventory and Accounting

Inventory is defined as the physical measurement of products in terms of volume and temperature, the documentation of those measurements, and the conversion of observed measurements to standards recognized by the petroleum industry. Accounting is the manipulation of inventory, receipt, and issue data so as to portray an accurate record of daily events regarding the purchase, sale, and adjustment of fuel products, and captures that process as manual records and computer files. Fuel and cryogenic accounting shall include the accurate input of data into the appropriate FAS (Fuel Management) and UDAPS (Supply) computer systems.

The Contractor shall be responsible for the inventory of petroleum products held by or within the equipment under Contractor control. The Contractor shall provide accurate inventories of all products as outlined by DOD 4140.25, Bulk Petroleum Management Policy, NAVSUP Volume II, Supply Ashore, other Navy regulations, and local instructions. Documentation consisting of truck inventory, issue forms, and logs and reports as may be used to compile, compute, and validate accurate product movements shall be forwarded to the Contractor operated fuel accounting office by 0900 Monday through Friday. Weekend/holiday inventories and documentation shall be forwarded to the fuel accounting office on the first duty day following the weekend or holiday.

The Contractor shall establish a fuel accounting regiment, a system of files and records, that provides ready access to daily, monthly, or other specific time segment information as may be defined by the COR. Such fuel accounting files, records, and processes shall facilitate:

- ~~§§~~ The continuous update and accurate portrayal of FAS system information
- ~~§§~~ The provisioning of inventory and workload information, to include local reporting, as may be requested by other Navy activities, the COR, and DESC.
- ~~§§~~ Audits and Inspections as may be conducted by the COR and other agencies.

The Contractor shall complete all accounting functions daily. Fuel Automated System (FAS) modules, files, and records applicable to product inventories as well as UDAPS system files shall be updated and balanced daily. A summary report of receipts, issues (refuels/defuels), product inventories, and adjustments (gain/loss data) for the previous days activities shall be provided to the COR not later than 0900 daily, Monday through Friday. Summaries of weekend/holiday activities shall be forwarded to the COR on the first duty day following the weekend/holiday. In addition, a monthly report of contract activities and workload factors as outline in [Appendix H](#) shall be submitted by the 5th workday of the month to the COR for subsequent submission to NAVPETOFF FMB.

Inventory and accounting files and records are the property of the Government and shall be retained for the duration of the contract. All files shall be made available to the COR on request.

?? Requirement: The Contractor shall inventory and fully account for all fuel and cryogenic products under its control.

- ~~§§~~ The Contractor shall establish inventory and accounting procedures agreeable to the Government.
- ~~§§~~ The Contractor shall fully document all receipts, issues, inventories, and adjustments.
- ~~§§~~ The Contractor shall make all computer system inputs relevant to fuel and cryogenics management.
- ~~§§~~ Daily inventory forms shall be validated/signed by the Contract manager or his/her representative.

~~§§~~ Minimum Performance Standards:

- ~~§§~~ Documentation shall be forwarded to the Fuel Accounting Office by 0900 daily, Monday through Friday.
- ~~§§~~ One hundred percent accuracy of inventory documentation.
- ~~§§~~ Inventory/accounting processes, to include the update of computer systems, shall be completed daily
- ~~§§~~ All documentation shall be neat, legible, and filed for easy access.
- ~~§§~~ Inventory and accounting files and records shall be stored and available for the duration of the contract.

C-2.10 Quality Surveillance

The Contractor shall, as outlined in [Section C-1.4](#), prepare and maintain a Product Quality Surveillance (PQS) plan. The PQS shall outlining policies and procedures to ensure products under the Contractor's care remain on specification. The plan shall include product sampling, visual examination of samples, the submission of samples to the Government operated fuel laboratory, the disposition of samples taken, and documentation of the quality surveillance function. On acceptance, the PQS shall be incorporated into the contract. The COR will review the PQS as necessary during the term of the contract and update it as required via NAVPETOFF and the DESC Contracting Officer.

No petroleum product shall be issued until product quality determinations and confirmation of conformance with specifications. Products shall be issued on a first-in, first-out basis unless otherwise specified or directed by the COR.

C-2.10.1 Sampling

The Contractor shall take all samples, i.e., visuals, daily Type "C" from trucks, and those as may be directed by the COR. All samples requiring analysis shall be delivered to the MCAS Camp Pendleton fuel laboratory for testing. Sampling shall be taken in accordance with the API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, Manual Sampling of Petroleum and Petroleum Products as may be supplemented by local instructions. Local instructions will dictate the location of samples to be taken, the frequency, and quantity applicable to MCAS Camp Pendleton.

C-2.10.2 Testing

The Contractor shall conduct visual testing of all product samples taken during fuel servicing equipment inspections and submitted samples as specified by MIL-STD-3004 and NAVAIR 80T-109 to the fuel laboratory for testing.

Figure 14: Quality Surveillance Sampling

Quality Surveillance Sampling and Testing						
Total Samples ⁽¹⁾		Total Tests ⁽²⁾				
		Visual ⁽³⁾	API	Particulate	AEL Water	Flash
Jet Fuel	1000	1000	0	0	0	0

(1) Estimated number of visual samples for the first fiscal year of the contract.

(2) Tests most commonly performed on the various samples drawn.

(3) Visual test includes the inspection for particulate matter, free water, color, and appearance.

C-2.10.3 Record Keeping and Reports

The Contractor shall maintain a sample log system (manual or computer based). The log shall reflecting the date and time the sample was taken, the type of sample, and the test results. A log of samples requiring more extensive testing, i.e., to whom a sample is sent, the sample size, and the tests required shall also be kept. A copy of all test results provided by outside sources, including correlation testing, shall be maintained on file.

The Contractor shall establish and maintain a filing system relevant to quality surveillance records and maintain all such records in a neat, orderly manner. Historical product quality surveillance records shall be kept on file for the duration of the contract and be made available to the Government on request. All quality surveillance records and logs are the property of the Government.

Workload Projection

- One hundred percent receipt sampling, weekly Type "C" sampling of trucks and filter systems, and monthly correlation, and the timely transport of samples to the fuel laboratory.
- One hundred percent record entry for all required samples.

Requirement:

- Quality of all petroleum products received, stored and issued meet specification requirements.
- Quality of all petroleum products is verified as suitable for their intended use.
- Records and petroleum samples are maintained to resolve quality concerns.
- The COR shall be notified immediately of any suspected fuel quality issues prior to further movement.
- A receipt sample shall be properly marked as to product, source, and date and stored as a retention sample.

~~§§~~ Minimum Performance Standards:

- ~~§§~~ One hundred percent sampling prior to, during, and after all fuel receipts, transfers, and issues.
- ~~§§~~ One hundred percent visual testing.
- ~~§§~~ Sampling and testing does not cause delays resulting in demurrage charges.

C-2.11 Property Management and Maintenance

The Contractor shall be responsible for the normal and continuous use and operation of all systems, facilities, and equipment furnished by the Government, and shall perform the preventive and operator maintenance required. The Contractor shall provide all manpower, materials, tools, instruments, devices and equipment not otherwise specified as Government-furnished but directly or indirectly called for within this contract or references cited to accomplish all preventive and operator maintenance. The purchase of repair services and supplies beyond the scope of the preventive/operator maintenance program will, given the appropriate approvals, be reimbursed under Section C-4.0, Logistics Support, Cost Reimbursable.

Preventive Maintenance. Preventive maintenance is a program of periodic or cyclical inspections and servicings designed to preserve and maintain equipment, apparatus, or facilities in such a condition that they may be effectively used for their intended purpose. Preventive maintenance will normally be limited to those actions that can be taken by qualified system operators using common hand tools and specialized tools or instruments as may be prescribed by a specific PM procedure. Beginning with Section C-2.12.1, the codes assigned to each of the sub-sections headings, i.e., Buildings and Structures (C), represent the preventive maintenance schedule for the item listed.

Operator Maintenance. Operator maintenance is that work accomplished during routine inspections, other than PM, and system use/operation. Operator maintenance may include, but is not necessarily limited to work such as the replacement of ground wires, plugs, and clips, the replacement of seals, O-rings, gaskets not requiring component tear-down, the lubrication of components, the tightening of nuts, bolts, and screws to prevent leakage and to stabilize equipment, or corrosion control and spot painting. Operator maintenance is normally limited to actions taken by operators using common hand tools.

Other Maintenance and Repair. Except as specifically outline herein, maintenance and repair beyond that defined as preventive and operator maintenance, i.e., the unplanned repair or replacement of components that show abnormal wear or fail, must be approved by the COR. Tasking and reimbursable for other maintenance and repair actions on the part of the Contractor will be provided as outlined by Section C-4.2.

C-2.12 Preventive Maintenance - Facilities and Equipment

The CMP established in Section C-1.4 shall provide for the inspection, servicing, calibration of equipment, and care of facilities at specified intervals. Appendix A, Government Furnished Facilities, and Appendix B, Government Furnished Equipment, Supplies, and Services, provide a listing of facilities and equipment requiring preventive maintenance and shall serve as the basis for the CMP. The CMP shall provide a systematic approach to planning, scheduling, documenting/reporting and managing (labor, materials, time, and costs) to perform those actions that contribute to the uninterrupted function of fuel systems. The CMP shall include periodic inspection; testing, and minor repair of equipment and facilities in accordance with manufacturer's recommendations or commercially accepted practices.

The following items of inspection are applicable to MCAS Camp Pendleton. The codes following each item heading, Gauge (Pressure, Differential, and Vacuum) (A) for instance, represent the scheduled preventive maintenance cycle of **Annual**. The code does not dictate or imply the only time an item will be monitored or inspected. In all cases, discrepancies within the preventive/operator maintenance program shall be documented and corrected. Those deemed beyond the expertise of the Contractor or outside normal preventive maintenance shall be recorded on the applicable inspection report and forwarded to the COR for action.

C-2.12.1 Buildings and Structures (C)

The Contractor shall ensure that all buildings, structures and facilities used by or under Contractor control are kept clean and sanitary. The Contractor shall sweep, mop, and wax floors and wash windows and walls so as to present a clean, orderly appearance. Maintenance and storage buildings shall be kept in clean and orderly manner. Areas immediately around buildings for which the Contractor is responsible shall be kept free of debris. The Contractor shall not allow fire hazards, such as oily rags, loose paper, and trash to accumulate in or around buildings, structures, facilities, and areas used, occupied, or controlled by the Contractor.

Requests for pest, rodent, and vegetation control shall be forwarded to the appropriate work center or agency via the COR. The use of pesticides, insecticides, fungicides, and rodenticides by the Contractor is prohibited.

The Contractor shall reset circuit breakers and switches, furnish and replace burned out standard and fluorescent lights, and plunge sinks and toilets. Other building/structure maintenance requirements, i.e., electric, carpentry, and other skilled trade work shall be forwarded to the appropriate work center or agency via the COR. The Contractor shall not alter any structure or allow it to be altered without explicit written approval by the Government.

C-2.12.2 Trash Removal (W)

The Contractor shall be responsible for the pick-up of all trash and debris within and around fuel and cryogenic areas controlled by the Contractor, and shall dispose of it in government-furnished containers. The Government will dispose of the trash placed within the containers provided.

C-2.12.3 thru C-2.12.35 is not applicable to this contract.

~~§~~ Workload Projection: The Contractor shall maintain all structures, Contractor or Government furnished, maintain the cleanliness and appearance of those structures and areas around such structures. The Contractor shall observe, monitor, and inspect all grounds, structures, facilities, components, and equipment, document observations, and report the status of all under Contractor control so as to ensure the continued operation of all fuel facilities.

?? Requirement: All Government property under Contractor control shall be monitored, inspected, and maintained in safe, working condition so as not to hinder or delay operations.

~~§~~ The COR shall be informed immediately of abnormal wear and tear, malfunction, or breakdown of Government facilities or equipment.

~~§~~ Minimum Performance Standards:

~~§~~ Grounds, facilities, and structures maintained to present a clean, orderly, and safe work environment.

~~§~~ Preventive/operator maintenance performed as scheduled/required.

~~§~~ Preventive/operator inspections and maintenance fully documented.

~~§~~ The preventive maintenance program maintained and current.

~~§~~ Maintenance beyond normal PM/operator programs reported to the COR.

C-2.13 Training and Records Keeping

The Contractor shall establish and maintain for the duration of the contract a training program that is acceptable to the Government. A training plan, both summary and final, shall be provided to the Government as outlined in [Section C-1.4](#). On acceptance, the complete training plan shall become a part of the contract. The training program shall ensure that all contract personnel receive training ranging from initial employee indoctrination to fuel and cryogenic safety issues as outlined in, but not necessarily limited to, Figure 15. Training shall be fully documented. The Personnel Qualification Standard (POS) for Aviation Fuel Operations Ashore, NAVEDTRA 43288A, shall be used as the core training record for all fuel/cryogenic personnel. All such training documents or a complete copy thereof, excluding proprietary company information, shall be provided to the employee on termination of duties with the contractor.

Figure 15: Contractor Training

Training ⁽¹⁾
Base Driver Training and Familiarization to include Flightline Operations
Fire Prevention and Control
Confined Space Entry (as applicable)
Protection of the Environmental
Facility Response Plan (FRP)
Hazardous Communication
Hazardous Waste Operations and Emergency Response
Lock-Out-Tag-Out Procedures
Safe Transportation of Hazardous Materials
Fuel System Safety
Fuels Automated System (FAS)

(1) Except as may be specified by other sections of this contract, the government is not obligated to train or provide training to contract personnel. However, incidental training as may be mandated by the base and provided without cost to the Contractor, i.e., fire prevention or base/flightline familiarization, shall be fully documented within an employee's training record.

?? Requirement: Personnel shall be continually trained and developed regarding work habits and skills applicable to the petroleum management mission and related procedural, safety, quality, administrative, and accounting functions.

☞ Minimum Performance Standards.

☞ A complete copy of the training plan readily available to the Government on request.

☞ One hundred percent compliance with the government accepted training standards.

☞ All employee training records complete and annotated regarding required training as outline in the Training plan.

☞ Training records for all employees readily available to the Government on request.

☞ Training materials, literature, documents, aids, and information readily available to all personnel.

C-2.14 Contractor Safety Plan

The Contractor shall, as outlined in [Section C-1.4](#), establish and maintain, for the duration of the contract, a comprehensive fuel and cryogenics safety program that complies with applicable Federal, state, and local laws as well as Navy instructions and regulations. Figure 16 lists those sections (safety plans) to be provided by the contractor and Government plans to be incorporated in the final plan. On acceptance, the safety plan shall become a part of the contract.

Figure 16: Required Contractor Safety Plans

Safety
Industrial Hygiene Plan (Physical survey performed by the Government.)
Confined Space Entry Plan (As applicable.)
Disaster Preparedness Plan (Provided by the Government.)
Fire Prevention and Protection Plan (Provide for all Contractor used and controlled systems and facilities.)
Hazardous Waste Operations and Emergency Response Plan (Provided by the Government.)
Safety and Health Standards Plan

?? Requirement: Personnel shall be trained to recognize potential hazards, avoid exposure to danger, and to develop safe working habits and skills applicable to petroleum related operations.

- ✍✍ The Contractor shall establish a smoking policy that prohibits smoking in other than in Government designated areas. The Contractor shall provide signs to be posted at the entrance to work areas that read, **"NO SMOKING EXCEPT IN DESIGNATED AREAS."** The Contractor shall also designate a smoking area and provide signs that read: **"DESIGNATED SMOKING AREA."**

✍✍ Minimum Performance Standards:

- ✍✍ All safety plans shall be readily available to all personnel.
- ✍✍ One hundred percent documentation and compliance with government approved Safety Plans.
- ✍✍ One hundred percent documentation verifying all operations are conducted in accordance with government approved staffing charts.
- ✍✍ Smoking and Non-Smoking areas designated.

C-2.15 Environmental Protection

In addition to the provisions of Section I, Clause I180, Clean Air and Water, the Contractor shall comply with the Government provided environmental plans listed in Figure 17. Environmental permits and licenses required to operate Government fuel facilities will be obtained by and kept on file by the Government. The environmental training as listed in [Section C-2-13](#) shall be the responsibility of the Contractor.

Figure 17: Environmental Documents

Environmental	
EPA Hazardous Waste Management System Plan	40 CFR 260-268
Facility/Emergency Response Plan (OPA 90)	33 CFR 154, 40 CFR 112, 49 CFR 194
National Pollutant Discharge Elimination System Permit Plan	40 CFR 122
Oil Pollution Prevention Operations Manual	33 CFR 154
Spill Prevention Control and Countermeasures (SPCC) Plan	40 CFR 112

?? Requirement: The Contractor shall take all necessary actions to prevent, control, or abate environmental pollution relative to fuel facilities, activities, and programs.

- ✍✍ If the Contractor receives a Notice of Violation, the Contractor shall immediately notify the COR.

✍✍ Minimum Performance Standards:

- ✍✍ Applicable document on hand and available to the Government on request.
- ✍✍ One hundred percent compliance with environmental laws, regulations, and government environmental documents.

C-2.16 Security

The Government will provide and maintain the physical security barriers to protect property. The Contractor shall be responsible for implementing the administrative and physical security measures to protect Government furnished facilities, structures, vehicles, equipment, and materials over which they have control, as well as, their own vehicles, equipment, tools, and supplies. Under the guidelines of the most current OPNAVINST 5530.14, Navy Physical Security, the Contractor shall perform the security measures outline in Figure 18. The Contractor shall provide all labor, vehicles, equipment, materials, and supplies necessary to manage and protect all the areas under their control and fulfill the requirements outlined therein. The inspection of physical barriers and lighting and the reporting of discrepancies are outlined in [Section C-2.12](#).

Figure 18: Security Requirements

Security
Maintain controlled access to Government facilities under Contractor control.
Establish and maintain a key security and lock control system.
Maintain visitors logs.
Secure all gates, buildings, facilities, and systems when not in use.
Perform and document random security checks/patrols of areas not normally occupied beyond normal duty hours.

?? Requirement: The Contractor shall ensure that all facilities and equipment are physically secure when not in use and controlled during normal duty hours.

✂ DFAMS used only by personnel appropriately cleared and provided password access (see note to Section C-1.9.2, [Fuel Accountant](#)).

✂ Minimum Performance Standards:

- ✂ Security requirements documented and files maintained.
- ✂ Key and lock system established and controlled.
- ✂ Visitors to Contractor operated facilities identified and logged.
- ✂ Random security inspections performed and documented.
- ✂ Facility inspections performed to ensure security systems are functional. Noted discrepancies reported.

C-2.17 Property Inventory and Accountability

At contract turnover, see [Section C-1.5](#), representatives of the Contractor and Government will conduct a joint inventory of all Government furnished facilities, systems, equipment, supplies, and other property to be furnished by the Government. They will jointly validate the list of facilities, fuel systems, equipment, and components listed in [Appendix A](#), and update the appendix to fully account for Government assets to be placed under the care and control of the Contractor. They will also update [Appendix B](#) to provide an inventory of all other Government furnished minor property. Both representatives will certify the completed appendices that will become a part of the contract.

The Government reserves the right to dispose of any unserviceable facilities, equipment, components, parts, materials, supplies, or other items furnished at any time during the contract. The Government will replace items critical to the Contractor's performance; or the Contractor may be tasked under [Section C-4.0](#) to provide replacement items or procure repairs. Furthermore, the Government reserves the right to dispose of any unserviceable common use items such as office and rest area furniture, decorative pieces, and appliances such as coffee machines, microwave ovens, and refrigerators without replacement. Items as may provided as Contractor Furnished Equipment (CFE) shall be disposed of, i.e., removed from the base or turned over to or sold to the follow-on Contractors, at the end of the Contract. All facilities, equipment, components, parts, materials, supplies, or other items furnished by the Government to the contractor shall be returned to the Government in as good a condition as received, allowing for normal wear and tear.

As outlined in Section I, Clause I114, the Contractor shall account for all properties, maintain records, and submit a report of Government Furnished Equipment/Property under Contractor custody annually, as of the anniversary of the contract. The report shall be forwarded to the COR not later than 30 days from the anniversary date each year of the contract. The Contractor's report shall provide a complete inventory of Government-furnished property under its custody. The Contractor shall identify all property deleted and received since the preparation of the last inventory and provide copies of source documents, i. e., Contractor/vendors invoices, for each item of Government-furnished property. As applicable, Appendix A and B shall be updated by the Contractor.

C-2.18 Use of Government Facilities

The Contractor shall not permit or authorize personnel to store, repair, or care for personal property such as boats, motor vehicles, recreational vehicles, trailers, motorcycles, etc., on Government property under Contractor control. Likewise, the Contractor shall not use Government property, facilities, or buildings for the storage or repair of Contractor-owned vehicles and equipment not specified within this contract.

The parking of personal vehicles used for transportation to and from work will be permitted in designated vehicle parking areas during normal working hours.

C-3.0 CONTRACTOR-FURNISHED EQUIPMENT

C-3.1 General

The Contractor shall provide all the vehicles, equipment, tools, supplies, and services specified and necessary for the normal and continuous safe operation, maintenance, and inspection, calibration and upkeep of the equipment identified herein. All tools, equipment, instruments, devices, parts, and supplies not otherwise specified as Government furnished but directly or indirectly called for within this contract or references cited shall be provided by the Contractor.

C-3.2 Vehicles

The Contractor shall provide the vehicles necessary to meet the workloads identified herein within the response times outlined in [Section C-2.2.2](#) for the petroleum related operations specified in [Figure 1](#). All equipment shall be maintained in a fully serviceable condition by the Contractor and shall be fully capable of safely performing the tasks for which they are designed. Vehicles provided to an activity at contract start shall not be replaced or removed from the base without written notification to and approval by the Government. Standby or spare vehicles not specified or required herein but presented for use on station shall pass all inspections applicable to the equivalent type of equipment provided under this contract.

C-3.2.1 Prime Mover, Trucks and Tractors

Truck and tractor chassis provided under this contract shall not be more than eight (8) model years of age at the start date of the contract. Truck and tractor chassis shall be of a standard, first class commercial design equipped and sized to tow/carry the load to which it will be subjected. Subject to the minimum cargo tank capacity set forth in [Section C-3.2.2.1.1](#), loading on any axle or set of axles shall not exceed the manufactures gross vehicle working rate (GVWR)/limitations. Equipment required for use or travel off station shall be properly licensed or permitted and loaded to comply with all federal, state, and local highway/road use laws, regulations, and code. Except as specifically modified herein, each truck/tractor shall be configured and maintained to meet the requirements set forth in 49 CFR, Chap III, Sub-Chap B, Part 393, Parts and Accessories Necessary for Safe Operation. All tractors of the same class shall be interchangeable with all trailers of the same class without modification to the tractor or trailer.

C-3.2.1.1 General

The Contractor shall maintain trucks and tractors so that entry of carbon monoxide and noxious fumes into the vehicle cab is minimized. Rubber boots around pedals and levers shall be in tact and tight fitting. Grommets in holes through the firewall shall fit snugly. Holes in the floor panels, firewall, or elsewhere within the cab shall be repaired/closed. Heater and fresh air intakes shall be remote from the exhaust discharge. Exhaust systems shall be inspected and repaired or replaced as necessary. Engine oil and fluids shall be controlled (leaks repaired) so as to prevent the spillage of fluids anywhere.

C-3.2.1.2 Radios

The Government will provide the appropriate number of radios described in Appendix B. The ignition system of all Contractor vehicles shall be equipped with devices designed to minimize radio interference.

C-3.2.1.3 Electrical Wiring and Lights

All wiring beyond the rear of the truck or tractor cab shall be of adequate size to provide the required current-carrying capacity and mechanical strength. It shall be mounted to provide protection from physical damage and contact with spilled fuel by being enclosed in a metal conduit or other oil-resistant protective covering. All circuits shall have over-current protection. Junction boxes shall be weatherproof.

C-3.2.1.4 Mirrors and Glass

All trucks and tractors shall be equipped with large, truck type exterior rear view mirrors located and mounted so as to provide the driver a clear view of the rear along both sides of the vehicle or trailer. Mirrors as well as windshields, windows, turn signals, reflectors, clearance and brake lights shall not be cracked, broken, fogged or distorted in a way that would impede the driver's vision or prevent a clear signal to other traffic.

C-3.2.1.5 Fenders and Mudguards

Fenders and mudguards shall be installed over the wheels of the tractor to fully protect the cargo tank and pumping system. Front fenders/mudguards may be tractor or trailer mounted. Non-functional skirting and flashing is prohibited.

C-3.2.1.6 Tires

Unless specific tire requirements are established by the Commanding Officer, 49 CFR, Chap III, Sub-Chap B, Part 393, Sub-Part G applies. However, non-FOD tire may be mounted at the Contractors discretion.

C-3.2.1.7 Exhaust

The exhaust system of all trucks/tractors shall consist of a standard commercial muffler and a spark arrestor. The spark arrestor shall be approved under USDA Forest Service Standard 5100.1b as supplemented by the NWCG Spark Arrestor Guide, General Purpose and Locomotive (GP/Loco), Volume 1. The spark arrestor shall have a clean out plug. Where flexible exhaust pipe is used to absorb engine torque, a short section, no longer than 18 inches may be used. Exhaust systems shall be configured as follows:

NOTE

A spark arrestor is not required on trucks equipped with turbo diesel engines where 100 percent of the exhaust passes through the turbo unit.

C-3.2.1.7.1 Forward Mounted Fuel Components

On fuel servicing tractor/semi-trailers where fuel system components and piping are mounted on the tractor chassis or on the front of the tank over the tractor chassis, and on cargo tank motor vehicles where components are mounted on the chassis between the cab and the tank or along the chassis under the tank behind the cab, the muffler and spark arrestor shall be mounted at the front of the engine with the exhaust outlet directed toward and exiting at the right extreme of the front bumper of the unit. The exhaust outlet shall point toward the ground at a 45-degree angle and terminate no higher than 18 inches above the ground. Exhaust piping, shielded or otherwise, shall not terminal under the truck cab or between the chassis frame rails.

C-3.2.1.7.2 Under-Trailer/Rear Mount Fuel Components

On fuel servicing equipment configured with the system components and piping mounted under the trailer and to the rear of the trailer landing gear or on the rear of the trailer or tank, a shielded commercial exhaust system as described in [NFPA 407](#) may be installed. Exhaust piping, shielded or otherwise, shall not terminal under the truck/tractor cab or tank or between the chassis frame rails.

C-3.2.1.8 Painting and Marking

Contractor vehicles, excluding utility vehicles, shall be painted and marked in accordance with NAVFAC P-300. All vehicles shall be free of rusted areas, running rust, flaking paint, and excessive paint oxidation. Contractor vehicles shall be completely repainted when touch up painting exceeds 20 percent of the vehicle's surface. Faded, non-reflective, and obscure stencils, placards, and logos shall be replaced. For painting, tractors and trailers are considered separate units.

C-3.2.1.8.1 Placards

A DOT placard applicable to the grade of product being transported shall be placed on the left quarter of the front bumper. A placard holder or rigid plate to which the placard is mounted may be used for the bumper mounting. See sections applicable to the cargo tank for side and rear placard requirements.

C-3.2.1.8.2 Company Logo

Truck/tractor doors shall be marked with a permanently affixed company name or logo. The name or logo shall be applied in a professional manner, reflective of company pride and professionalism. Stenciled or spray painted logos or magnetic placards shall not be used.

C-3.2.1.9 Spill Remediation Kit

Each Contractor truck/tractor shall be equipped with a 10-gallon spill clean up/remediation kit that is protected from the elements but readily available to the vehicle operator.

C-3.2.1.10 Equipment Controls

Except to operate the clutch, set the transmission in the appropriate gear, and engage the PTO, all pump system controls and activity necessary to operate those controls and the pumping system shall be from the operator position outside the cab of the vehicle being operated. Once the unit is set to operate, the drive should not be required to enter the cab except to disengage the PTO.

C-3.2.2 Refuelers, General

Contractor provided refuelers (fuel-servicing trucks/trailers configured to issue filtered product, and defuel and filter product being returned to the cargo tank) shall meet the specifications outlined herein. The design and construction of new refuelers shall be such that the cargo tank meets DOT 406 specifications; however, cargo tanks built to MC 306 specifications are acceptable. Refueler components shall be applied in accordance with the most current edition of [NFPA 407, Standards for Aircraft Fuel Servicing](#). Should a conflict between specifications arise, the more stringent requirement shall apply. Except for the PTO mounted hydraulic pump and the tractor to trailer electrical, air, and hydraulic lines, all components shall be contiguous to the cargo tank/frame (semi-trailers), or the entire prime mover/refueler shall be a cargo motor tank. A hydraulic cooling system, if installed, may be tractor or trailer mounted. Regardless of the refueler/truck configuration, all connections, i.e., recirculation, bottom loading, defuel stub, overfill protection devices, grounds, deadman controls, or otherwise shall be located on the left or drivers side of the vehicle.

NOTE

The Government reserves the right to designate the grade of product to be held in and dispensed from any or all Contractor fuel servicing vehicles. Reasonable costs associated with product changes directed by the Government will be borne by the Government.

C-3.2.2.1 Cargo Tank

All cargo tanks shall be constructed of aluminum or stainless steel. New tank construction shall conform to DOT 406 specifications as outlined in the [CFR Title 49, Transportation](#); however, used cargo tanks constructed to MC 306 specifications are acceptable. Unless specified otherwise, the provisions of [49 CFR 178](#) and the most current subpart applicable to specification DOT 406 or MC 306 apply. Furthermore, all referenced guidelines for the construction, use of materials, inspections, certifications, marking, and stamping of cargo tanks or components thereof, also apply. The cargo tank shall be one compartment with the appropriate baffles. Each baffle shall be open at the baffle/tank top to allow venting between all baffled areas at the 600 GPM fill rate. Openings at the baffle bottom/tank floor shall allow the flow of lading to the tank suction point at the 300 GPM issue rate. The entire tank shall drain completely to a low point. The tank shall be designed so that all portions are accessible for inspection, cleaning, and maintenance. Each cargo tank shall be marked with a specification and nameplate as outlined in [49 CFR 178](#). In addition, [49 CFR, Part 180, Subpart A, General, and Subpart E, Qualification and Maintenance of Cargo Tanks](#) shall apply.

NOTE

MC 302, 303, or 305 specification tanks will not be considered under this contract.

C-3.2.2.1.1 Cargo Tank Capacity

Cargo tanks provided shall have a **minimum capacity of 5000-gallons** plus the appropriate expansion space; however, at least one (1) refueler having a **minimum capacity of 8000-gallon** shall be provided. Unless specified otherwise, cargo tanks shall be filled to capacity. Loading on any axle or set of axles shall not exceed the manufacturer's gross vehicle working rate (GVWR)/limitations. Equipment required for use or travel off station shall be properly licensed or permitted and loaded to comply with all federal, state, and local highway/road use laws, regulations, and code.

NOTE

All fuel servicing trucks and tractor/trailer combinations shall be filled to capacity with JP5/8 or a fluid of equivalent weight. Certified weight documents and manufacturer's documents regarding weight specifications, exceptions, or limitations of axles shall be presented at the time of the equipment inspection, [Section C-3.3.2](#).

C-3.2.2.1.2 Sacrificial Devices

As outlined in [49 CFR 178-345-8 and 346-8](#), any piping that extends beyond the accident damage protection must be equipped with an emergency stop valve and a sacrificial device such as a shear section. Shear sections shall conform to the specifications of TTMA RP 86-98 as tested in accordance with the procedures set forth in TTMA 84-98.

C-3.2.2.2 Tank Venting

In addition to pressure and vacuum devices required under specification MC 306 and DOT 406, the cargo tank shall be equipped with a positive venting system rated at the 600 GPM bottom loading flow rate. The system shall open automatically when the unit is set for the movement of product into or out of the cargo tank.

C-3.2.2.3 Overfill Protection

Each cargo tank shall be equipped with an overfill protection device, system or equipment compatible with that installed on the petroleum system (fillstands) to be used. The refueler connection/receptacle that mates with the fillstand cable/connector shall be firmly mounted near the bottom-loading receptacle and may incorporate the anti-drive away feature required under [Section C-3.2.2.5.1](#). The cable/connector receptacle shall be painted green for easy identification. Any wiring between the receptacle and the tank probe shall be encased as required by [Section C-3.2.1.3](#). Any system installed/used shall be fully functional in the defuel mode. For probe type overfill protection systems, i.e., Scully and OPW, a minimum of three portable devices, fully compatible with the tank mounted system connection, shall be furnished by the Contractor to be used for short term emergencies. If the contracted activity fillstand system is not equipped with an overfill protection device, system, or equipment, the Contractor shall provide fuel servicing trucks equipped with a overfill protection system that is integral to the cargo tank/refueler. That system shall stop the flow of product to the cargo tank completely at the designated full tank level.

C-3.2.2.4 Low Point Drain

The cargo tank shall be configured with an internal self-closing stop-valve at the lowest point(s) of the cargo tank to facilitate low point/complete draining of the tank. Alternatively, if the cargo tank discharge piping is the natural low point, a self-closing drain valve may be installed at the piping low point to facilitate low point/draining of the tank. Piping/tubing necessary to make the drain point readily accessible without having to crawling under any portion of the refueler shall be installed and terminate with an additional control valve. A cable/pull handle mechanism used to open the self-closing low point drain valve shall be installed and terminate at or near the low point drain and shall be clearly marked "LOW POINT DRAIN."

C-3.2.2.5 Piping

System piping shall be designed and installed to facilitate complete drainage of the cargo tank. Piping sections subjected to excessive movement during operation, shall be firmly mounted or braced, and fully protected by grommets where it passes through sheet metal, frames or bulkheads. The pump and bottom loading system piping shall be constructed of schedule 40 aluminum or schedule 5 stainless steel.

NOTE

Refuelers configured with permanently installed tank to tractor-- tractor to tank product transfer or belly hoses will not be considered for use under this contract.

C-3.2.2.5.1 Bottom Loading

Cargo tanks shall be configured to bottom load at 600 GPM. The bottom loading system shall consist of a standard D-1 receptacle with dust cover and manual shutoff valve. An anti-drive away device/system, one that will prevent the movement of the unit as long as a nozzle is connected to the bottom-loading receptacle, shall be incorporated in the bottom loading system.

In those states requiring it, a vapor recovery system shall be installed on refuelers dispensing volatile products, i.e., automotive and aviation gasoline.

C-3.2.2.5.2 Recirculation

A product recirculation system shall be provided for all hoses. Product shall be drawn from the main tank valve/suction point, circulated throughout the entire fuel system and hose(s) and returned to the tank at a separate tank fitting remote to the suction point, see NAVAIR 00-80T-109, Figure 11.5. The bottom loading system may serve as the recirculation point if the product return point to the cargo tank is remote to the pump suction point.

C-3.2.2.6 Defueling

Each refueler shall be capable of defueling at 50 GPM at ground level. The defuel connection shall consist of a one and one-half inch (1½") quick disconnect adapter (male fitting) and dust cover, a control valve mounted at or near the defuel connection, and a line strainer. The strainer screen shall be readily removable for cleaning and inspection without interference with or removal of other components. Each refueler shall be configured so that all product defueled is filtered and passes through the relaxation chamber prior to returning to the cargo tank.

C-3.2.2.7 Pumping System

The pumping system shall consist of a pump, piping, connectors, valves, and other hardware identified herein. Pump bypass/controls shall provide for a low flow rate, 0 to 100 GPM via overwing nozzle, and high flow, 0 to 300 GPM via the underwing (single point) nozzle. The pump system shall be adjustable so that fuel pressure measured at the underwing nozzle does not exceed 50 PSI at the 300 GPM during aircraft refueling. All controls, valve(s) and hose connection(s) shall be accessible/operable from ground level. All metals downstream of, and including the filter/separator, that are exposed to the fuel, shall be non-ferric or stainless steel material. Internally coated components are not acceptable.

C-3.2.2.7.1 Flow Control

A calibrated pump pressure gauge, the differential gauges noted in [Section C-3.2.2.8.1](#), and a throttle control that remains in or can be locked in position shall be centrally mounted outside the truck cab so they can be read/operated from the operator position. The pressure gauge shall be marked to indicate maximum servicing/operating ranges.

C-3.2.2.7.2 Performance

Unless otherwise stated, refuelers shall be capable of dispensing product at 0 to 100 GPM through a 1½ inch by 50 foot fuel servicing hose and a 1½ inch overwing servicing nozzle, and/or 0 to 300 GPM through a 2 inch by 50 foot fuel servicing hose, dry breakaway coupler, 55 PSI hose end pressure regulator, and an underwing (single point) servicing nozzle. Pumping systems, thus configured shall be capable of sustained flow at the rates noted until the cargo tank is empty or pump suction/prime is lost.

C-3.2.2.7.3 Emergency Control

In addition to the main tank valve control mechanism, emergency shutdown devices shall be installed at the left front and right rear of the cargo tank. All control mechanisms shall be unobstructed, readily identifiable, and clearly marked EMERGENCY SHUTOFF and PUSH, PULL, CLOSE, or BREAK as appropriate in two inch white lettering on a red background. Systems equipped with break off type devices (those that release air pressure to shutdown the system) shall incorporate a means of testing the system. Fusible plugs or links incorporated into the emergency shutdown system shall not be painted.

C-3.2.2.8 Filter Separator

A three stage filter/separator configured with coalescer elements, separator elements, and fuel monitor elements equivalent to that covered under MIL-M-81380, or meeting American Petroleum Institute (API) Publication 1581, Group II, Class C standards (stamped in accordance with American Society of Mechanical Engineers (ASME) code and marking requirements) shall be installed on each refueler. The non-ferric or stainless steel filter/separator shall be sized to meet the 300 GPM flow rate established in [Section C-3.2.2.7.2](#), and configured with the appropriate air eliminator, pressure (thermal) relief system, a water slug control valve and test mechanism, a manual sump drain, differential pressure gauges, and a sample connection. The air eliminator and pressure relief valve shall be vented to the main tank via a common line and one-way check valve to prevent back flow to the filter vessel. The water slug control valve and sump float assembly shall stop/start the flow of product when the water within the filter/separator sump reaches a predetermined level. The control valve used in conjunction with the float assembly shall include provisions that will permit manual testing of the water slug control system. The filter/separator sump drain shall be equipped with a spring-loaded ball type drain valve that is normally in the closed position.

C-3.2.2.8.1 Differential Pressure

Three quality pressure differential gauges graduated in one (1) PSI increments shall be installed so that pressure losses across the filter elements, the monitors, and the entire filter/monitor system can be recorded separately. Each gauge shall be calibrated and set to read at least zero under normal pumping conditions when new filter/monitor elements are installed. The gauge(s) shall be mounted and labeled so as to be readily identifiable and easily monitored by the refueler operator.

C-3.2.2.9 Relaxation Chamber

Each refueler dispensing jet fuel shall be configured with a relaxation chamber, a baffled metal tank within the piping system downstream of the filter/monitor sized to the rated pumping capacity of the refueler. The chamber shall retain fuel within the chamber/tank for 30 seconds after its passage through the filter/monitor system and assure the complete turnover of product. A low point drain valve, accessible to the unit operator without crawling under any part of the truck/trailer, and an air elimination valve/line that vents to the main tank via a one-way check valve shall be installed. The chamber shall be designed, constructed, tested, marked, and stamped in accordance with the American Society of Mechanical Engineers (ASME) code, ASME Boiler and Pressure Vessel Code, Section VIII, Division 1.

C-3.2.2.10 Meter

Refuelers shall be equipped with positive displacement, temperature-compensating meters. Meters shall have an accuracy of that stated in the National Institute of Standards and Technology (NIST) Handbook 44. Meters shall be capable of being adjusted while under pressure without leakage or loss of product. Adjustment sensitivity shall be sufficiently fine to permit calibration changes in conformance to the accuracy requirements set forth above. The Contractor shall calibrate or have calibrated by a certified agent each meter semi-annually, after maintenance/servicing, when suspected of being out of tolerance, or when the meter has been damaged. Wire/lead seals shall be affixed to and secure all calibration adjustment devices. The Contractor shall mark each meter to indicate the date of calibration, and shall establish a system of records to validate calibration date markings.

C-3.2.2.11 Emergency Dry Breakaway Coupler(s)

An emergency dry breakaway coupler (a piping to hose coupler that will break dry and allow the servicing unit unencumbered egress) should be installed on each underwing fuel servicing hose. It should be installed at the point where the hose attaches to refueling piping or hose reel.

C-3.2.2.12 Hoses

All fuel servicing hoses shall be [American Petroleum Institute \(API\) 1529, Grade 2, Type C](#) hoses marked accordingly. Unless otherwise specified, refuelers shall be configured with two hoses, a one and one-half inch by fifty-foot (1½" X 50') overwing hose and a two-inch by fifty-foot (2" X 50') underwing hose. Where hose lengths in excess of 50 feet are required, a threaded hose connector or dry break coupler may be used providing the connector/coupler will not come in contact with any portion of the aircraft during servicing operations. Hoses shall be free of internal/external electrical bond wires. One and one-half inch (1.5") hose, that generally used as a defuel hose, shall be of the hard helix or non-collapsible type. Where two hose assemblies are attached to a common outlet or source of product, each shall be controlled by a separate control valve. Filter and relaxation chamber vent hoses or tubing shall be compatible with the product being handled.

C-3.2.2.13 Hose Storage

Hose storage in the form of troughs, platforms, or hose reels shall be provided for all hoses. Hoses shall not be hung from the tank or frame. The hose storage arrangement shall be such that no sharp bends or kinks occur while hoses are stored and shall remain stowed when the vehicle is traveling over rough roads.

C-3.2.2.14 Hose-End Pressure Regulator

Refuelers shall be configured with a 55-PSI (maximum) hose-end pressure regulator attached to or as an integrated part of each underwing nozzle installed.

C-3.2.2.15 Nozzle(s)

Aircraft fuel servicing nozzles shall conform to the specifications listed herein. Depending on the type aircraft requiring service, three types of nozzles, the underwing or D-1 single point nozzle, the overwing or gravity nozzle, and/or the closed circuit refueling (CCR) nozzle shall be required or used. Unless stated otherwise, refuelers shall be configured with an underwing and overwing type nozzle.

C-3.2.2.15.1 Underwing Nozzle

Nozzle, Pressure Fuel Servicing, Locking, Type D-1, the underwing or single point nozzles, as specified by the most current edition of Military Specification MIL-N-5877 and produced by companies listed in the most recent Quality Products List QPL-5877-XX are approved for use under this contract. Each nozzle shall be connected to the issue hose by a dry break quick disconnect coupler, and shall be equipped with a screen of 60 mesh or finer which is readily accessible without the use of tools. Each nozzle shall have a dust cover that shall be in place when fuel is not being delivered.

C-3.2.2.15.2 Overwing Nozzle

An overwing nozzle of the non-automated, non-locking type commonly used to dispense aviation fuel to aircraft shall be provided. Each nozzle shall be attached to the issue hose by a dry break, quick disconnect coupler to provide for quick nozzle change and recirculation of product within the hose as outlined in [Section C-3.2.2.5.2](#). The nozzle shall be equipped with a 60 mesh or finer screen installed in the non-flexible nozzle tube/spout. Attachments shall include a dust cap that is held in place by wire and spring system, and a permanently attached flexible bonding wire with a ground clip conforming to MIL-C-83413/7B attached near the end, and terminating with a ground plug conforming to MIL-C-83413/4

C-3.2.2.15.3 Closed-Circuit Refueling (CCR) Nozzle

Closed-circuit refueling (CCR) nozzles conforming to MIL-PRF-52747 (current version) may be used under this contract. Each CCR nozzle shall consist of nozzle body equipped with a dry break quick disconnect coupler, a dust cap/plug assembly, and a permanently attached flexible bonding wire of suitable length with a ground clip conforming to MIL-C-83413/7B attached near the end, and terminating with a ground plug conforming to MIL-C-83413/4.

C-3.2.2.16 Swivels and Hose Couplings

All swivels and couplings used within the fuel system shall be the greaseless type; however, a light, hand application of grease, non-soluble in petroleum, to bearing races and bearing surfaces, is acceptable. Old, once lubricated swivels on which the lubrication channel has been plugged shall not be used. Except as specifically noted herein, i.e., the defuel stub which shall be a quick disconnect adapter, hose couplings/connections shall be of the permanent, threaded type.

C-3.2.2.17 Deadman Controls

Refuelers shall be equipped with a hand held deadman control with sufficient connecting hose/cable installed in such a manner that it can be stored on a reel or removed and stowed when not in use. The deadman control shall be located/mounted at the unit control panel. In the underwing (single point) mode, release of the deadman control handle shall completely stop the flow of fuel within a 5 percent overshoot range (in time or gallons) of the rated capacity of the refueler, i.e., 300 GPM is equal to 15 gallons or 3 seconds. In the overwing and CCR mode, the overwing or CCR nozzle shall be considered the deadman control.

C-3.2.2.18 Static Bonding Cables

A static bonding cable shall be installed on a spring rewind reel with cable guide. The overall length of the static bonding cable shall be 50 feet or the length of the longest hose being used, whichever is greater. The cable shall be of stranded steel (galvanized or stainless) wire rope 3/32-inch in diameter coated to 3/32-inch diameter with a petroleum-resistant plastic containing light sensitive dye. The cable shall terminate with a plug, MIL-C-83413/4, and a heavy duty clip, MIL-C-83413/7B. Refuelers designated to "hot refuel" shall be equipped with two cable/reel assemblies.

C-3.2.2.19 Electrical Wiring and Lights

See [Section C-3.2.1.3](#).

C-3.2.2.20 Fire Extinguishers

Each refueler shall be equipped with at least two fire extinguishers, one on the left (drivers) side readily accessible to the operator at the refueler control panel, the other on the right rear of the unit. Each extinguisher shall have an ANSI rating of not less than 20-B. Halogen extinguishers shall not be used.

C-3.2.2.21 Fenders and Mudguards

Fenders/ mudguards shall be installed over the wheels of the trailer to fully protect the cargo tank, hoses and other equipment. Nonfunctional skirting and flashing are prohibited.

C-3.2.2.22 Tires

See [Section C-3.2.1.6](#)

C-3.2.2.23 Painting and Marking

See [Section C-3.2.1.8](#) and the following sub-paragraphs regarding the painting and markings of trailers/cargo tanks.

C-3.2.2.23.1 Alignment of Stencils

Reflective stencils as outlined in NAVFAC P-300, shall be applied and positioned in a precise manner. Cargo tank side stencils shall be proportionally placed along the horizontal centerline of the cargo tank beginning 12 inches from the front bulkhead/tank weld and ending 12 inches from the rear bulkhead/tank weld. Two line stencils, i.e., NO SMOKING over WITHIN 50 FEET, shall be centered vertically on the horizontal tank centerline. Rear tank stencils shall be centered on the vertical tank centerline. Stencils shall read left to right, top to bottom.

C-3.2.2.23.2 DOT Placards

DOT placards shall be placed on each side of the tank centered on and one inch below the **FLAMMABLE** stencils. A placard shall also be centered (considering lighting placement) on the right half of the rear bumper. A placard holder or a rigid plate shall be used for the bumper mounted placard versus wrapping the placard over/under the bumper.

C-3.2.3 Defueler Truck, General

The Contractor shall provide defuel truck(s) (single compartment tank trucks configured to defuel, take on aviation fuel products generally returnable to stock) shall meet the following specifications ground fuels. Design and construction of new defuel trucks shall be such that the cargo tank meets DOT 406 specifications; however, cargo tanks built to MC 306 specifications are acceptable. Components shall be applied in accordance with [NFPA 407, Standards for Aircraft Fuel Servicing](#), specifications. Should a conflict between specifications arise, the more stringent requirement shall apply.

C-3.2.3.1 Prime Mover (Truck Chassis)

Except as modified below, [Section C-3.2.1](#) and sub-sections thereto apply.

C-3.2.3.2 Tank and Components

Except as modified by the following, [Section C-3.2.2](#) applies. Components not specifically addressed do not apply.

C-3.2.3.2.1 Cargo Tank(s)

See [Section C-3.2.2.1](#) and sub-sections thereto. Baffle openings (top vent/bottom flow) may be sized to 100 GPM. The cargo tank(s) shall have a **minimum capacity of 5,000 gallons** plus the appropriate expansion space.

C-3.2.3.2.2 Tank Venting

See [Section C-3.2.2.2](#); however, venting capacity may be reduced to 100 GPM.

C-3.2.3.2.3 Overfill Protection

See [Section C-3.2.2.3](#).

C-3.2.3.2.4 Low Point Drain(s)

See [Section C-3.2.2.4](#).

C-3.2.3.2.5 Piping

See [Section C-3.2.2.5](#) and sub-sections thereto; however, flow rates may be reduced to 100 GPM.

C-3.2.3.2.6 Bottom Loading Connection(s)

Defuel trucks shall be equipped/configured for bottom loading at a minimum of **100 GPM**. Jet fuels shall be loaded through a two and one-half inch (2 1/2") single point pressure fuel-servicing adapter.

C-3.2.3.2.7 Defueling

Defuel truck(s) shall be capable of defueling at 0 to 100 GPM. Product shall re-enter the tank via the piping system, not the tank top manhole. The defuel connection shall be a one and one-half inch (1½") quick disconnect adapter with dust cover and a control valve mounted at or near the defuel connection. A line strainer, readily removable for cleaning and inspection without interference with or removal of other components, shall be mounted at or near the control valve.

C-3.2.3.2.8 Pumping System(s)

The pumping system shall consist of a pump, piping, connectors, valves, and other hardware identified herein. Pump controls shall provide a flow/defuel rate, 0 to 100 GPM. All controls, valve(s) and hose connection(s) shall be accessible/operable from ground level.

C-3.2.3.2.8.1 Flow Control

A pump pressure/vacuum gauge and an adjustable locking throttle control shall be centrally mounted outside the truck cab so they can be read/operated from the outside operator position. The pressure/vacuum gauge shall be marked to indicate maximum servicing/operating ranges.

C-3.2.3.2.8.2 Performance

Unless otherwise stated, defuel trucks shall be capable of defueling at a rate of 0 to 100 GPM through a one and one half (1½") by fifty foot (50') fuel servicing hose. Systems thus configured shall be capable of sustaining the defuel rates noted above until the cargo tank is full, at the overfill alarm.

C-3.2.3.2.8.3 Emergency Controls

See [Section C-3.2.2.7.3](#).

C-3.2.3.2.9 Meter(s)

See Section [C-3.2.2.10](#); however, non-compensated, positive displacement meter(s) with a gallon register shall be installed.

C-3.2.3.2.10 Hose(s)

Fifty-foot by one and one half inch (50' X 1½") commercial non-collapsible fuel hoses compatible with the specific grade of fuel to be handled shall be provided.

C-3.2.3.2.11 Hose Storage

See [Section 3.2.2.13](#).

C-3.2.3.2.12 Nozzle(s)

Nozzle, Pressure Fuel Servicing, Locking, Type D-1, an under-wing or single point nozzles, as specified by the most current edition of Military Specification MIL-N-5877 and produced by companies listed in the most recent Quality Products List QPL-5877-XX are approved for use under this contract

C-3.2.3.2.13 Swivels and Hose Couplings

See [Section C-3.2.2.16](#).

C-3.2.3.2.14 Electrical Wiring and Lights

See [Section C-3.2.1.3](#).

C-3.2.3.2.15 Fire Extinguishers

See [Section C-3.2.2.20](#).

C-3.2.3.2.16 Fenders and Mudguards

See [Section C-3.2.2.21](#).

C-3.2.3.2.17 Painting and Marking

See [Section C-3.2.2.23](#) and sub-sections thereto; however, smaller stencils, 4 inch on 6 inch versus 6 inch on 8 inch stencils, may be used to mark smaller defuel trucks.

C-3.2 4 Ground Fuel Trucks

Not applicable under this contract.

C-3.2.5 Used Oil (Fuel) Truck

Not applicable under this contract.

C-3.2.6 Utility Vehicles

Utility vehicle(s), pickup or van type vehicles as may be provided and used by Contractor management, maintenance, or other personnel within the Contractor organization shall be new at the start of the contract. Utility vehicles may be painted commercial colors but shall be marked in accordance with [Section C-3.2.1.8.2](#) and shall be reflective of the pride and professionalism of the Contractor. Each utility vehicle as may be furnished shall be equipped with a 10-gallon spill clean up/remediation kit that is readily available to the vehicle operator.

C-3.2.7 Mobile/Prefabricated Building(s)

The Contractor shall provide mobile/prefabricated building(s) sized to the Contractor's need for office, maintenance, and storage space. The structure(s) provided shall, as mutually agreed upon prior to contract start-up, be wired (electric), plumbed (water and sewage), and have telephone and local area network (LAN) cabling installed. The structure(s) provided shall be complete (all windows, doors, and fixtures in good working order). Structure(s) shall be properly supported, leveled, and the appropriate trim, flashing, and stairs installed on set-up. Any installed structures shall not detract from local surroundings, buildings, and landscaping.

C-3.3 Records, Inspections and Disposition of Property

The Contractor shall maintain records, submit to inspections, and dispose of property as follows:

C-3.3.1 Records

The Contractor shall keep maintenance records on all fuel servicing equipment provided. Such records shall contain a complete description, of the truck, tractor, and cargo tank provided, and a copy of cargo tank certification and any applicable inspection documents as may be required by federal, state, and local vehicle code. A complete maintenance history relevant to the Contractor's possession of the vehicle shall also be provided. All records shall be available to the Government for the duration of the contract.

C-3.3.2 Inspections

As outlined in Section E, Clause E29, four (4) work days prior to the contract start date or a date mutually agreed upon by all parties, the Contractor shall have all equipment, supplies and goods specified herein available on-site for inspection by the Government. The expense of making such property available for inspection shall be borne by the Contractor. A vehicle identification worksheet, Appendix X, shall be completed for each vehicle provided. Copies of the worksheets shall be provided to the contracting activity and the post-award inspection team leader on the first day of the equipment inspection.

An incumbent shall be capable of emptying, gas freeing and disassembling selected equipment/components on request.

First time Contractors shall have all fuel delivery vehicles gas-freed for inspection and shall be capable of disassembling such equipment or components thereof, on request.

Property deemed unacceptable by the Government shall be repaired, modified as required to meet specifications, or replaced at the Contractor's expense prior to commencement of the contract or on a date mutually agreed to and documented by the COR, NAVPETOFF and DESC within the post award inspection report. Failure by the Contractor to make remedy by the established dates shall result in a formal cure notice. Failure to meet dates established by the cure notice shall constitute grounds for termination/default.

C-3.3.3 Disposition of Property

Contractor furnished property identified herein shall be used solely in the performance of the work defined in [Section C-2.0](#). Vehicles and property removed prior to the completion of the contract, removed because it is not capable of performing its designated function, or becomes of safety/fire hazards, shall be removed and replaced at the Contractor's expense. In any case, the lack of serviceable vehicles shall not excuse the Contractor from performing the tasks defined in [Section C-2.0](#). The Contractor shall not store equipment in excess of the contract requirements on Government property. On termination of the contract, all equipment shall be removed from Government property within 30 days. Thereafter, the Contractor shall be charged the prevailing commercial storage rate for each piece of equipment kept on Government property.

C-3.4 Other Equipment and Supplies

The following classes of supplies, materials, and services shall be provided by the Contractor. The Contractor shall adhere to all Federal, state, and local laws, rules, code, and regulations applicable to the purchase, transport, use, storage, and disposition of any hazardous materials that may be required to fulfill the conditions of this contract.

Radios: See [Appendix B](#) regarding Government-furnished radios.

Telephone Services: The Contractor shall provide all commercial telephone services (voice, facsimile, or data,) and equipment required and necessary to conduct company business. See [Appendix B](#) regarding Government-furnished telephones services.

First-Aid Supplies and Equipment: The Contractor shall provide a two-person first aid kit for each manned work center, i.e., refueling, storage, direct fuel servicing, etc. Collocated work centers, storage and the laboratory for instance, will be required to have only a single first aid kit.

Administrative Supplies and Equipment: The Contractor shall provide all administrative supplies and equipment necessary and required to undertake the administrative and records keeping functions relevant to the contract. The Contractor shall not use Government office equipment, i.e., computers and copy machines, not specifically provided for under the terms of the contract.

Janitorial/Housekeeping Supplies, Equipment, and Services: The Contractor shall provide all janitorial and housekeeping equipment and supplies to maintain the cleanliness and sanitation of building and facilities used and occupied by contract personnel. Janitorial services may be sub-contracted.

Tools: The Contractor shall provide all hand/power tools, test/measurement/calibration devices, and powered/non-powered equipment required and necessary to inspect, test, calibrate, maintain, and repair Contractor furnished vehicles and components thereof. Tools needed to maintain Government facilities and equipment to the extent required herein shall also be provided.

Spares and Consumables for Contractor Furnished Equipment: The Contractor shall provide all spares, replacement parts, and components required and necessary to maintain and repair Contractor furnished vehicles and equipment.

C-3.5 Uniforms

All contract personnel, including site managers, shall wear a distinctive company uniform in performance of their duties. Pursuant to US Department of Labor wage determinations, the Contractor shall provide seasonal uniforms consisting of a shirt and pants or coveralls, a matching seasonal jacket/coat, and a matching baseball type cap (not to be worn on the flightline). Except for distinctive management dress shirts, all contract personnel shall be provided and wear the same type, style, and design of uniform. All shirts, coveralls, jackets, coats, and caps shall be emblazoned with a readily identifiable company name or logo. Laundry services or compensation for such services shall also be provided. Uniforms shall be of a material compatible with fuel and cryogenics handling operations. Static producing synthetic materials such as nylon, polyester, Dacron, rayon and banlon, or blends thereof, and silks, shall not be provided or worn as a uniform.

The Contractor shall provide all personnel safety equipment including safety shoes, safety glasses, sound suppression devices, and gloves. If applicable, other identifiable special safety equipment for specific operation, i.e., cranial protection, fire retardant overalls, and test equipment for the monitoring of oxygen deficient or explosive atmospheres in confined spaces shall also be furnished by the Contractor.

C-4.0 LOGISTICS SUPPORT, COST REIMBURSABLE

C-4.1 General

The Contractor shall provide all supplies, materials, equipment, and emergency services not specified elsewhere within this contract or as directed by the COR. However; the Government reserves the right to accomplish any and all maintenance beyond preventive and operator maintenance using government assets, labor, or other contracts. Furthermore, the Government reserves the right to purchase any supplies, materials, and equipment described herein when the Contracting Officer determines it is in the best interest of the Government.

Reimbursement under [Section C-4.2](#), Equipment, Supplies, and Services, Requiring a Task Order, shall be for the prime Contractor's allowable, allocable, and reasonable direct cost of any subcontracts for furnishing such equipment, supplies, and services as specified.

Reimbursement under [Section C-4.3](#), Augmentation, shall be for allowable, allocable, and reasonable directed labor costs plus fringe benefits and payroll taxes of the prime Contractor's regular employees. Allowable, allocable, and reasonable cost will be reimbursed pursuant to applicable FAR clauses.

The Contractor shall not be reimbursed under either section for the cost of labor associated with the use of its employees during normal work hours in the performance of any task listed herein. Nor will the Contractor be reimbursed for equipment costs using Government or Contractor-furnished equipment in the performance of any task listed herein.

The Contractor shall ensure that the costs for preventive and operator maintenance are included in the appropriate CLIN on a firm-fixed price basis. The Contractor shall ensure that any associated indirect/overhead cost, if any, related to the performance of tasks under [Sections C-4.2](#) and [C-4.3](#) (except as otherwise specified hereinafter) are also included in the appropriate CLIN on a firm fixed price basis. Those associated costs shall include, but may not necessarily be limited to, the costs of office supplies, salary for a purchasing agent considered necessary by the Contractor, and other indirect/overhead costs considered a part of operating the fuel system. Therefore, any reference to reimbursement for indirect/overhead costs is not applicable to the reimbursement of costs of the prime Contractor under this contract. In addition, [Sections C-4.2](#) and [C-4.3](#) shall be non-fee bearing. Therefore, references to reimbursement for fixed fee are not applicable to the reimbursement of costs of the prime Contractor under this contract. The Contractor shall provide the following:

C-4.2 Services Requiring a Task Order

C-4.2.1 Contractor Purchasing System.

The Contractor shall establish and maintain a purchasing system acceptable to the Government. The Contractor shall comply with the following minimum requirements:

The Contractor shall prepare a Standard Operating Procedure (SOP) regarding the Contractor's purchasing policies and procedures. The SOP should include, but will not necessarily be limited to, policies and procedures on emergency purchases, subcontracts, termination of contracts, source selections, contract administration, and the maintenance of purchasing records and files. The Contractor shall submit a draft of the SOP to the DESC Contracting Officer, DESC-FPB, to arrive no later than 45 days prior to the contract start date. On review and acceptance, a copy shall be provided to the COR. Thereafter, the Contractor shall adhere to established procedures for the duration of the contract.

The Contractor shall purchase materials and services only from those companies qualified and normally engage in the type of repairs required or those that provide or manufacture the materials needed.

Except for procurements of \$2,500 or less, a minimum of three quotes (verbal or written) shall be obtained. The award shall be to the lowest, responsible, responsive bidder. Regardless of dollar value or urgency, the Contractor shall withhold award until it has determined that the price is fair and reasonable. Documentation regarding this determination shall be included in the task order file.

The Contractor shall procure materials and services at the most advantageous prices with due regard for prompt delivery, credits, and other benefits. The Contractor shall take all actions necessary to obtain applicable tax exemptions, reductions, and refunds. Reimbursement shall be for net cost after taking discounts, rebates, allowances, credits, tax exemptions, reductions and refunds and other benefits, any or all of which shall be fully documented.

C-4.2.2 Maintenance and Repair by Task Order

The Contractor may be directed by the COR to provide or may report to the Government the need for maintenance and repair services beyond the scope of preventive and operator maintenance outlined herein. On notification of a requirement to perform a specific maintenance task or reporting such a requirement to the Government and being directed to perform, the Contractor shall:

Provide a complete written description of the deficiency or the nature of the wear, breakage, or damage to the system needing repairs. This document should include a description of the system requiring maintenance or repairs, the specific components needing repair, replacement, or adjustment, and a preliminary list of parts and materials required.

Determine whether the work will be accomplished in house (by the Contractor) or be subcontracted.

If the work is to be accomplished in house, provide a complete list of parts, components, materials, and equipment not provided under the contract, the source of supply, and an itemized cost breakdown to include labor, if applicable or allowed. Also, establish a performance period or get well date.

If the work is to be accomplished by subcontract, provide the cost estimates as outline in [Section C-4.2.1](#) above. As with an in house estimate, all subcontractor estimates shall include a complete list of parts, components, materials, equipment, and labor, and an itemized cost breakdown thereof. Any subcontract should also establish the performance period or get well date.

The Government will determine the availability of and provide funding.

Given the approval to proceed, the Government will provide a written task order. The Contractor shall take no action to perform maintenance or repairs until such time a written task order has been provided by the COR.

C-4.3 Augmentation

Augmentation is defined as compensation for specified work outside normal working hour outlined in [Figure 1](#) for which drivers and system operators are retained beyond normal duty hours or called to duty to supplement the normal workforce.

MCAS Camp Pendleton instructions specify [indicates an instruction has or will be written] the person(s), position, or office authorized to approve augmentation and the means by which the approval will be documented. Except as provided herein, all augmentation shall be approved prior to retaining employees or calling additional personnel to work. All invoices for augmentation shall be supported by copies of the augmentation approval form/log, the dispatch log validating the circumstances for augmentation, and the individual(s) time card that shows the hours worked. Extended hours for personnel such as mechanics, accountants, and administrative personnel do not qualify as augmentation. Failure to relieve personnel at the end of a normal shift for which there are available oncoming personnel or because scheduled personnel fail to show shall not be considered augmentation time. Furthermore, the recall or retention of personnel with specialty licenses, i.e., a CDL holder, to undertake an infrequent but contracted function shall not constitute augmentation.

Augmentation will be granted under the following conditions. Each paragraph is coded (A) to indicate automatic approval within the parameters defined or (P) to indicate pre-approval is required.

No Oncoming Relief (A). For any aircraft fuel servicing operation in progress, e.g., nozzle connected and fuel flowing, at the end of normal operating hours for which there is no oncoming/relief shift. Subsequent servicing requests, any beyond that in progress, shall be approved as outlined in Section C-4.3 above.

Continuous Receipt (P). For continuous receipt operations that will extend beyond the operating hours defined in Figure 1.

Mutual Agreement (P). As mutually agreed to by the Contractor and the approving authority to provide services during unscheduled weekend operations such as make up flight schedules. The specific hours of planned augmentation and manning levels shall be documented as noted above.

Emergency (P). When authorized by the designated authority to handle emergency fuel servicing requirements, a downed aircraft recovery for instance. The circumstances shall be fully documented.

Time Worked. Unless local policy or union agreements dictate otherwise, compensation shall be paid for the actual hours worked plus reasonable travel time for individuals called to duty.

Appendix A: Government Furnished Facilities

GOVERNMENT FACILITIES: The following is a list of Government facilities and components thereof that will be put under the care and control of the Contractor. It includes items that must be monitored, inspected, or requires preventive maintenance as specified throughout this PWS. It is an approximate list to be validated and updated as outline in [Section C-2.17](#).

[illegible]

(1). Provide a complete and accurate description of the system components.

(2) Use an empty parentheses () to indicate unknown factors, i.e., facility numbers, make/manufacture, GPM or PSI ratings, etc.

Appendix B: Government Furnished Equipment, Supplies, and Services

GOVERNMENT EQUIPMENT, SUPPLIES, AND SERVICES: In addition to the facilities and components listed in [Appendix A](#), the Government will provide the following equipment, supplies, and services.

Fire Suppression Equipment: Except for Contractor furnished extinguishers mounted on fuel servicing trucks, all fire suppression equipment, i.e., fire extinguishers or portable/installed fire suppression equipment, will be provided, repaired, overhauled, and as necessary, replaced by the Government. The quantity and type of fire suppression equipment on station within the Fuel Management facilities will be established by the Government.

Telephone Services: The Government will provide telephone services, i.e., commercial, DSN, and on-station emergency lines, Local Area Network (LAN) connections (if applicable), and equipment required and necessary to conduct Government business, i.e., FAS, DFAMS. See [Section C-3.4](#) regarding Contractor-furnished telephones services.

Radios: The Government will provide intrinsically safe, dual channel (Fuel Dispatch Center/Control Tower), fixed or hands held radios, in sufficient numbers to control all Contractor operations. A base station, antenna, charging units, if applicable, and all other necessary and required equipment to establish and maintain communication shall also be provided.

Utilities: Electricity, natural gas/propane, heating/power production fuels, water, and sewage as required for the health and welfare of contract personnel that occupy facilities provided by the Government and prefabricated structures provided by the Contractor under [Section C-3.2.6](#).

Fuel Products: Limited to those products stocked and issued on base, the Government will furnish fuel for the operation of the Contractor's fuel servicing equipment, trucks/tractors identified as fuel servicing equipment. Fuel for utility/administrative vehicles, pick ups and vans as may be management or for administrative purposes, shall be provided by the Contractor.

Material Safety Data Sheets (MSDS): The Government will provide the appropriate MSDS for those compounds furnished by the Government.

The following additional property will be provided by the Government. See [Section C-2.17](#) regarding property accountability.

Facility	Item/Component Description ⁽¹⁾ (Item, manufacture, size, rating, and other descriptive information) ⁽²⁾	Qty
	Fuels Automated System (FAS) Equipment	
	Computer, COMPAQ Deskpro	1
	Monitor, COMPAQ V70	1
	Furniture	
	Desk	2
	Drawer Unit	1
	Chair	2
	Filing Cabinet, 5 Drawer Standard	1
	Bookshelf	1
	Radios	
	Changer Unit	

(1) Supplies stocked and controlled by the Government need not be listed.

(2) See the notes that follow Appendix A.

(3) PM applicable only to the items marked.

Appendix C: Abbreviations and Acronyms

Abbreviation & Acronyms			
API	American Petroleum Institute	PWS	Performance Work Statement
AQL	Acceptable Quality Level	QASP	Quality Assurance Surveillance Plan
AST	Aboveground Storage Tank	QCP	Quality Control Plan
ASTM	American Society for Testing Materials	SOP	Standard Operating Procedure
ATG	Automated Tank Gauging	SPCC	Spill Prevention Control and Countermeasure Plan
BBL	Barrel	TTMA	Tank-Trailer Manufacturers Association
CDR	Contract Discrepancy Report	UDAPS	Uniform Data Automated Processing System
CFR	Code of Federal Regulations	USCG	United States Coast Guard
CLIN	Contract Line Item Number	UST	Underground Storage Tank
COR	Contracting Officer's Representative		
DESC	Defense Fuel Supply Center		
DFAMS	Defense Fuel Automated Management System		
DFR	Defense Fuel Region		
DFSP	Defense Fuel Support Point		
DIEGME	Diethylene Glycol Monomethyl Ether (a type of		
DLA	Defense Logistics Agency		
DOD	Department of Defense		
DODAAC	Department of Defense Activity Address Code		
DSN	Defense Switched Network		
EDP	Emergency Distribution Plan		
EPA	Environmental Protection Agency		
FAR	Federal Acquisition Regulation		
FAS	Fuels Automated System		
FRP	Facility Response Plan		
FSC	Facility Spill Coordinator		
FSII	Fuel System Icing Inhibitor		
GFE	Government-Furnished Equipment		
ISSA	Inter-Service Support Agreement		
JPO	Joint Petroleum Office		
MIL-PRF	Military Performance Standard		
MILCON	Military Construction		
MPMS	Manual of Petroleum Measurement Standards		
MRP	Maintenance & Repair Project		
MSDS	Material Safety Data Sheet		
NFPA	National Fire Protection Association		
NPDES	National Pollution Discharge Elimination System		
NSN	National Stock Number		
OPA	Oil Pollution Act		
OSC	On-Scene Coordinator		
OSHA	Occupational Safety and Health Administration		
PM	Preventive Maintenance		
PMI	Preventive Maintenance Inspection		
POS	Peacetime Operating Stock		
PQA	Petroleum Quality Assurance		
PWC/D	Public Work Center/Department		

Appendix D: Definitions

Barrel: A barrel is equal to 42 U.S. gallons.

Contract Date/Periods :

Contract Award Date: The date entered in block 20C, Date Signed, of the Standard Form 26, Award/Contract. This date may differ from the start/performance date.

Contract Start Date: The contract start date, performance date, or first day of the performance period is the first day of the period cited in block 15 (A through F) of the Standard Form 26, Award/Contract. The start date and performance period may be adjusted by amendment to provide the Contractor sufficient lead-time to ready equipment for the contract.

Contractor (The): The individual, group of persons, company, group of companies, or corporation specifically named and contracted by/with the Government to fulfill the terms of the specified contract document. The term "Contractor" as used herein refers to the company or corporation as a whole or any individual, manager or assistant, attendant, technician, operator, driver, dispatcher, or laborer who may be acting on behalf of the Contractor.

Contracting Officer: Includes the Procurement Contracting Officer (PCO) and the Administrative Contracting Officer (ACO).

Contracting Officers Representative: The local or on site Navy technical specialist, military or civilian, designated by the Contracting Officer to inspect and accept or reject the supplies and services furnished under a specified contract.

Maintenance: Unless specifically defined otherwise, the word or term "maintain or maintenance" shall mean preventive or operator maintenance as defined below.

Operator Maintenance: Operator maintenance is that work accomplished during routine inspections and during system use/operation. Operator maintenance may be, but is not necessarily limited to, work such as the replacement of ground wires, plugs, and clips, the replacement of O-rings and gaskets without tearing down the component, the tightening of nuts, bolts, and screws to prevent leakage, or corrosion control and spot painting. Operator maintenance is normally be limited to those actions taken by qualified system operators using common hand tools.

Preventive Maintenance: Preventive maintenance is a program of recurrent periodic or cyclic scheduled work designed to preserve and maintain equipment, apparatus, or facilities in such condition that they may be effectively used for their intended purpose.

Other Maintenance and Repair: Maintenance and repair beyond that defined as preventive is other maintenance and repair. This includes unplanned repair or replacement of material or components that show abnormal wear or fail. This maintenance will be approved by the COR and is reimbursable under Section C-4.1.

Appendix E: Regulations

The following is a list of the references directly/indirectly cited within the PWS. It is not all-inclusive and does not site local/command instructions. It is incumbent upon the contractor to ensure full compliance with all Federal, State, USN, USMC, and local regulatory documents. The contracting activity will provide a copy of applicable DOD, USN, USMC, and local instructions required under this contract. All other references, i.e., federal and state code, professional, association, and industry standards and guidelines shall be provided by the Contractor. However, many of the items listed are available from various web sites. The following items that are blue and underlined are hyperlinked to the applicable web site.

Document	Title
<u>29 CFR</u> ⁽¹⁾	Labor
29 CFR Part 1910	Occupational Safety and Health Standards
40 CFR 112	Oil Pollution Prevention
49 CFR 171	Hazardous Materials Regulations; General information, regulations, and definitions
49 CFR 172	Hazardous materials table, special provisions, hazardous materials communications, emergency response information, and training requirements
49 CFR 173	Shippers--general requirements for shipments and packaging
49 CFR 178.345	General design and construction requirements applicable to Specification DOT 406...
49 CFR 178.346	Specification DOT 406; cargo tank motor vehicles
49 CFR 180	Continuing Qualification and Maintenance of Packaging
49 CFR 382	Controlled Substance and Alcohol Use and Testing
49 CFR 383	Commercial Driver's License Standards; Requirements/Penalties
49 DFR 387	Minimum Levels of Financial Responsibility for Motor Carriers
49 CFR 390	Federal Motor Carrier Safety Regulations; General
49 CFR 391	Qualification of Drivers
49 CFR 392	Driving of Commercial Motor Vehicles
49 CFR 393	Parts and Accessories Necessary for Safe Operation
49 CFR 395	Hours of Service for Drivers
49 CFR 396	Inspection, Repair and Maintenance
<u>NFPA 385</u>	Tanks Vehicles for Flammable and Combustible Liquids
<u>NFPA 407</u>	Aircraft Fuel Servicing
<u>API Bulletin 1529</u>	Aviation Fuel Hose
<u>API Publications 1581</u>	Specifications and Qualifications Procedures for Aviation Jet Fuel Filter Separators
<u>DOD 4140.25-M</u>	DOD Management of Bulk Petroleum Products, Natural Gas, and Coal
<u>MIL-STD-3004</u> ⁽²⁾⁽⁴⁾	Quality Surveillance Handbook for Fuel, Lubricants and Related Products
<u>NAVAIR 00-80T-109</u> ⁽²⁾	Aircraft Refueling NATOPS Manual
<u>NAVFAC P-300</u> ⁽⁵⁾	Management of Transportation Equipment
<u>OPNAVINST 5090.1</u> * ⁽³⁾	Environmental and Natural Resources Program Manual
<u>NAVSUP P-558</u> ⁽³⁾	Petroleum Management Ashore
<u>NAVSUP Vol. II</u>	Supply Ashore

- (1) All Code of Federal Regulation (CFR) references are at the same web site. Point to 29 CFR, click, and follow the web page instructions.
- (2) The user may require **mil. domain** assistance or may have to register with this site in order to gain access and download documents.
- (3) An asterisk * at the end of a reference, i.e., OPNAVINST 5090.1*, indicates there is an alpha designator to indicate the most recent version of the publication.
- (4) Go to SPECS & STDS, scroll down to STINET and enter DODISS ID Number MIL-STD-3004 (see Note 2 above).
- (5) A user name and password window will appear. Use docs and docs as the user name and password respectively.

Appendix F: Maps

The MCAS Camp Pendleton Fuel Division will provide the following maps during the contract pre bid on-site visit. The 8½ X 11 inch map or map set provided will become a part of the contract as this appendix.

1. A local area map clearly showing the nearest major city/town, roads, and the base.
2. A station/local area map showing the routes to any outlying fields requiring aviation fuels support.
3. A station/outlying field map clearly showing all fuel facilities. Connecting pipelines should also be shown.
4. A station/outlying field map clearly showing the entire flightline area, parking ramps by type of aircraft, hot pit facilities, restricted areas, and other information as may be useful to the Contractor.

Appendix G: Quality Surveillance Program

The primary purpose of the Quality Surveillance Plan (QSP) and this Performance Requirements Summary (PRS) is to identify those performance requirements considered most critical to acceptable contract performance and the corresponding standards of performance. The PRS also identifies the Acceptable Quality Level (AQL) for each required service. It specifies the lot size which will be used as the basis for payment calculation as well as for sampling purposes, and the quality assurance methods which the Government will use to evaluate the contractor's performance in meeting the contract requirements. Finally, the PRS shows the percentage of the contract price that each listed contract requirement represents.

Government Quality Assurance. At the end of each inspection period, the Government will compare contractor performance to the contract standards and AQL/Allowable Degree of Deviation (ADD) using the Quality Assurance Plans (QAPs). The Government will evaluate each required service based on one of the following inspection methods:

- a. Random sampling using the concepts of ANCI/ASQC Z1.4-1993
- b. One hundred percent inspection
- c. Validated customer complaints

Criteria for Acceptable and Unacceptable Performances. The standards indicate the levels of performance deemed acceptable to the Government. Performance of a required service is considered satisfactory when the percentage of defective units (unsatisfactory outputs) found by the Government during contract surveillance does not exceed that allowed by the AQL. When the percentage of defective units discovered by the COTR exceeds that allowed by the AQL/ADD, the contractor's performance is considered unsatisfactory. When the performance is unsatisfactory, the contractor shall respond in writing to a Contract Discrepancy Report (CDR). The CDR will require the contractor to explain, in writing, why performance was unacceptable, how performance will be returned to satisfactory levels, and how recurrence of the problem will be prevented in the future. The COTR will evaluate the contractor's explanation and recommend to the Contracting Officer if full payment, partial payment, or the contract termination process is applicable. The contractor's payment for services rendered will be calculated as stated in paragraph 4.

Determination of the Number of Defective Units that Renders a Service Unsatisfactory. For services inspected by random sampling, the number is determined from the ANCI/ASQC Z1.4-1993 charts. For services inspected by other than random sampling, the reject (unacceptable) level equals the next whole number greater than the number of defectives allowed by AQL. (NOTE: If the AQL is expressed as a percentage, it must first be multiplied by the lot size to determine the number of defective units allowed by unsatisfactory performance.)

Re-performance of Unsatisfactory Work. At the Government's discretion, the contractor shall re-perform, without additional cost to the Government, all work found by the COTR to be unsatisfactorily performed. The Contracting Officer will determine the amount of time the contractor will be given to re-perform the work on a case-by-case basis. Re-performance will not improve the overall rating of the service in question.

For services sampled, the maximum contract payment per month is multiplied by the maximum payment percentage for the service to determine the maximum payment for acceptable service. This payment is multiplied by the percentage of the sample found acceptable to determine the percentage of the contract price that the contractor will be paid for the listed service. The total number of defectives found, not just those in excess of the reject level, are used to determine the percentage of the sample found unacceptable. The percentage of the sample found unacceptable subtracted from 100 percent determines the percentage of the lot found acceptable.

For services checked by One hundred percent inspection or validated customer complaint, the maximum payment percentage of the service in column 5 of the PRS is multiplied by the payment percentage of the lot found acceptable. The resulting percentage is the percentage of the monthly contract price that the contractor will be paid for the listed service. The total number of defectives found, not just the defectives in excess of the reject level, are used to determine the percentage of the lot found acceptable.

For those services that are performed less frequently than monthly, surveillance and computation of the contractor's payment will be made during or immediately following the month when that service is performed. The payment computation will be determined for the entire period since the last surveillance. Should computation of the contractor's payment result in an amount less than has already been paid for the preceding month(s) of the period since the last surveillance, the Government will deduct the overpayment from the current month's invoice.

Contractor Payment

Satisfactory Service. For satisfactory performance of a service, the Government will pay the contractor the percentage of the monthly contract price indicated for that service.

Unsatisfactory Service. For unsatisfactory performance not caused by Government interference or Government failure to provide C3 requirements, the Government will pay the contractor only for the percent of work found to be satisfactory.

Random Sampling. Payment based upon a finding of unsatisfactory service is calculated on the percentage of the sample found satisfactory. Payment will be calculated as follows: (maximum payment for satisfactory service x (% of sample found satisfactory)) = payment for percentage of service found satisfactory.

EXAMPLE	
Maximum Contract Payment Per Month	\$10,000.00
Maximum payment percentage for this service:	9% (\$900.00)
Quantity of Units Completed:	450 (lot size)
AQL	10%
Sample size:	50
Reject level:	11(MIL-STD-105D)
Unsatisfactory units found:	20
Satisfactory units found:	30
Service is unsatisfactory	
Maximum payment for satisfactory service would be	900
% of sample found satisfactory (60 divided by 100 = 60%)	60%
Payment for percentage of service found satisfactory	\$540

One hundred percent Inspection and Validated Customer Complaints. Payment for unsatisfactory service is based on the percentage of the **lot** found satisfactory. Payment will be calculated as follows: (maximum payment for satisfactory service) x (% of lot found satisfactory) = payment for percentage of service found satisfactory.

EXAMPLE	
Maximum Contract Payment Per Month	\$10,000.00
Maximum payment percentage for this service:	9% (\$900.00)
Quantity of Units Completed:	100 (lot size)
AQL	10%
Unsatisfactory units found:	40
Satisfactory units found:	60
Service is unsatisfactory	\$900
Maximum payment for satisfactory service would be	
% of sample found satisfactory (60 divided by 100 = 60%)	60%
Payment for percentage of service found satisfactory	\$540

Payment for Service with a Surveillance Period Longer than Monthly. Some of the line items listed in the PRS have a surveillance period which is longer than monthly. Throughout the surveillance period, the Government will inspect each unit completed for these line items using the inspection method specified in the PRS. Each month the Government will pay the contractor the maximum payment percentage allowed for that service, as if the service were found satisfactory. At the end of the surveillance period, the Government will compare the contractor's performance for the entire surveillance period to the AQL for that line item to determine if overall performance for the line item was satisfactory.

Satisfactory Service. Payment for satisfactory performance will be calculated as follows: (maximum payment for satisfactory service) - (payments made during the surveillance period) = total amount of adjustment at the end of the surveillance period.

Unsatisfactory Service. Payment for unsatisfactory performance will be calculated as follows:

For services inspected by random sampling: (maximum payment for satisfactory service) x (% of sample found satisfactory) - (payments made during surveillance period) = amount of adjustment at end of surveillance period.

For services inspected by One hundred percent inspection and validated customer complaints: (maximum payment for satisfactory service) x (% of lot found satisfactory) - (payments made during surveillance period) = amount of adjustment at end of surveillance period.

Nothing in the foregoing provisions will diminish or preclude Government actions pursuant to the "Default" clause or other terms and conditions of this contract.

AIRCRAFT FUEL SERVICES (MOBILE/DIRECT FUELING) INCLUDING THE DISPATCH CENTER				
Requirement/Reference	Standard	Max Allowable Degree of Deviation (AQL)	Method of Surveillance	Max Percent Payment for Meeting AQL
Staffing, C-1.7 and C-1.11.	Sufficient qualified personnel to satisfy servicing demands.	0%	100% Inspection	5
Personnel availability, C-1.2 and C-2.2.2.	Contract personnel available for the appropriate hours.	4%	100% Inspection	5
Qualifications, C-1.9, C-1.10, and C-1.11	Qualified personnel performing duties. Documentation/ training records to substantiate qualifications. Dispatcher FAS qualified.	4%	100% Inspection	5
Response times, C-2.2.2.	Servicing response times meet. Responses in excess of standard time fully explained on logs.	0%	Random, Customer Complaint	15
Documentation, C-2.8.	Fuel servicing inventory and inspection documentation complete, accurate, and forwarded to the appropriate office NLT 0900 daily.	0%	Random	4
Quality, C-2.9.	Appropriate sample taken and forwarded to the fuel laboratory. Sample logs maintained and test results kept on file.	0%	Random	10
Housekeeping and Maintenance, C-2.10.2.1.1.	Building and grounds maintained in accordance with local standards.	5%	Random	1
Training, C-2.11.	Applicable training conducted and documented. Training records complete.	4%	100% Inspection	10
Safety, C-2.12.	Fuel servicing operations conducted in accordance with NAVAIR 00-80T-109 and applicable safety regulations.	0%	100% Inspection	35
Environmental, C-2.13.	Full compliance with applicable environmental law and regulations.	0%	Random	4
Security, C-2.14.	Equipment security maintained and logs kept.	0%	Random	2
Equipment Specifications, C-3.2.	Equipment configured in accordance with specifications outline in Section C-3.2.	5%	100% Inspection	1
Equipment and Supplies, C-3.3	Equipment and supplies identified is on hand and available to contract personnel.	5%	100% Inspection	1
Uniforms and Safety Equipment, C-3.4	Uniforms provided by the Contractor. Safety equipment available and used by contract personnel.	0%	100% Inspection	1
References, Appendix E	Current reference on hand and available to contract personnel	5%	100% Inspection	1

See ANSI/ASQC Z1.4-1993, Sampling Procedures and Tables for Inspections by Attributes

Appendix H, Monthly Workload Summary

1. An accurate and meaningful Performance Work Statement (PWS) is dependent on detailed information regarding measurable tasks on which basic decisions regarding the structure of a workforce and equipment package are made. This data must be updated continually to provide a meaningful picture of the fuel functions of a base. **As applicable to the locations covered under this PWS, report the following data.** A separate report shall be submitted for each location, i.e., the main operating base and its supported outlying fields that receive/issue products and provide fuel services.

a. **Receipts and Returns to Bulk.** Provide information regarding receipts/returns to storage for all products, i.e., aviation fuels, ground fuels, recyclable fuels, used oil, and cryogenics products (receipts only). If a jet fuel recycling system is in use, consider the product pumped into the unfiltered or recyclable side of the system, to be a return of product to bulk (see paragraph “b” below regarding recycler output). Report the following:

(1) The **Grade** of product received or returned to bulk. Use the appropriate grade code, “JPX” for recyclable jet fuel collected and returned to a recycling system for processing, and “FOR” for Used Oil.

(2) The **Mode** of receipt/return to storage, i.e., TW for Tank Wagon, TT for Tank Truck, RC for Rail Car, PL for Pipeline, B for Barge, or RF for refueler/defuelers returning product to bulk. Use a separate line for each grade and mode entry.

(3) The **Destination** of the product received or returned, i.e., bulk storage, a direct refueling system, the service station, cryogenics, etc. Also, include gross receipts and the number of receipts whereby bulk products are issued directly to fuel servicing equipment by another Service. For instance, Navy contracted refuelers at NAF Washington and NAS Willow Grove are replenished by the Air Force.

(4) The total **Gallons** received or returned to bulk for each grade and mode entry for the report month.

(5) State the **Number** of receipts/returns of product for each grade and mode entry for the report month.

The following are examples of receipt/return data:

Grade	Mode	Destination	Gallons	Number
JP8	PL	Bulk	1,232,843	4
JP8	RF	Bulk	4,039	1
JPX	RF	Recycling System	934	1
MUR	TT	Service Station	15,945	2
LOX	TT	Cryogenics	1,000	1

b. **Transfers from Bulk.** Provide information regarding the transfer (not sales) of product from bulk storage to other fuel systems or fuel servicing equipment. If a jet fuel recycling system is in use, consider the product pumped out of the system to be a truck fill (see paragraph “a” above regarding returns). Product issued directly from bulk storage to aircraft via a direct fueling system (no day tanks) and issues to commercial carriers destined for another base should be reported in section “c” below. Furnish information regarding:

(1) The **Grade** of product transferred. Use the appropriate grade code, “JPX” for recyclable jet fuel collected and returned to a recycling system for processing, and “FOR” for Used Oil.

(2) The **Gallons** of product transferred from bulk storage.

(3) The **Mode** of transfer.

(a) Report **Truck Fills** of organic military or contract fuel servicing trucks, ground and aviation.

(b) Report intra-system **Transfer(s)** by pipeline to another system, i.e., bulk to a direct fueling system.

For example, the following would represent transfers from bulk storage.

Grade	Mode	Gallons	Number
JP8	Fillstand to Refuelers	687,469	137
JPX	Recycler to Fuel Servicing Truck	874	1
JP8	Bulk to Direct Refueling System by Pipeline	393,954	9
MUR	Fillstand to Ground Fuel Servicing Truck	3,945	5

c. **Issues/Sales by Mode.** Provide issue/sales data, to include defuels, for all grades of product handled by the contractor. Separate data by the appropriate grade and mode. Include dry run and cancellation data as a parenthetical note as illustrated below.

(1) The **Grade** of product issued/defueled. Use the applicable grade code, “JPX” for recyclable jet fuel collected and pumped to a recycling system for processing, and “FOR” for Used Oil.

(2) The **Mode** of issue/defuel, i.e., TW for Tank Wagon, TT for Tank Truck, RC for Rail Car, PL for Pipeline, B for Barge, or RF for refueler/defueler returning product to bulk.

(3) The total **Gallons** issued/defueled from the base bulk for the report month.

(4) The **Number** of issues/defuels for the report month.

The following are examples of issue data:

Grade	Mode of Issue	Gallons	Number
JP8	Issues by Mobile Refueler	632,604	306
JP8	Issues by Direct Refueling System	542,619	263
JP8	Fillstand to Commercial Carrier	7825	1
MUR	Issues by Ground Fuel Truck	9,481	179
JPX	Issues of Recycled Jet Fuel	527	1
MUR	Issues at the Service Station	22,317	1116
LS2	Issues at the Service Station	21,444	825
LOX	Issues from Cryogenics	2,050	41
LN2	Issues from Cryogenics	1,750	35
N2 Gas	Issues of Gas to Cylinders	N/A	215

The following are examples of defuel data:

Grade	Mode of Defuel	Gallons	Number
JP8	Defuels by Mobile Defueler	37,329	13
JP8	Defuels by Direct Refueling System	22,841	7
MUR	Defuels by Ground Fuel Truck	550	1
FOR	Defuel/Collection of Used Oil by Truck	2,200	37
JPX	Defuel/Collection of Recyclable Jet Fuel by Truck	500	1

d. The **Type and Number of Aircraft Serviced (issues)**. Provide a table of the type of aircraft, basic model designation only, serviced (refueled) for the report month. Data reported should correlate with that reported in other sections of this report.

(1) Report the **Type of Aircraft**, i.e., the basic type/model, serviced. For instance, total F-14As and F-14Bs would be reported as F-14.

(2) By type/model report the **Number** of aircraft serviced.

(3) Total **Gallons** issued to the specific type/model.

(4) In terms of gallons issued, the **Range** of issues (maximum/minimum refuel for the report month) as may be applicable to the particular type aircraft.

(5) By type/model; report the **Number** defueled.

(6) Total **Gallons** defueled from the specific type/model.

(7) In terms of gallons defueled, the **Range** of defuels (maximum/minimum defuel for the report month) as may be applicable to the particular type aircraft.

For example, the following would represent issues and defuel data by aircraft type.

Type AC	Number	Total Gallons Refueled	Min/Max Refuel	Number	Total Gallons Defuel	Min/Max Defuel
T-45	4	1,176	283/307	0	0	0/0
F-14	315	711,327	715/2,117	23	24,718	315/1,750
F-18	254	463,896	314/1,933	17	16,434	225/1,625
P-3	3	6,823	1,326/3,121	1	2,322	2,322/2,322
C-130	7	21,423	2,725/3,127	0	0	0/0
C-9	2	4,117	2,000/2,117	0	0	0/0
C-141	2	9,512	4,102/5,410	0	0	0/0
C-5	1	14,372	14,372/14,372	0	0	0/0
Total	588	1,232,646		41	43,474	

e. **Refueling Workload Increments**. Provide jet fuel services workload data (truck and direct refueling operations) by date and four-hour increments for the report month. Do not consolidate or report consolidated runs, i.e., several aircraft of the same type, model, and series reported as a single run/issue. Report individual aircraft run and issue data. Data may be reported under as many as four distinct categories, “Cold Truck Refuels/Defuels” whereby the fuel servicing unit moves to the aircraft, “Hot Truck Refuels (by hose or pantograph)” whereby the aircraft is taxied to the servicing truck, “Cold Pit Refuels/Defuels”, the aircraft is towed to a servicing pit, and “Hot Pit Refuels” where the aircraft is taxied to the servicing pit and refueled with engines running. Copy and use the attached forms as applicable. The forms may be handwritten but must be legible.

f. **Fuels Automated System (FAS) Data Report**. Provide a supplementary end of month FAS summary for the report month (see Atch 5). The FAS generated data will be used for comparative analysis.

g. **Quality Surveillance**. Report the number of samples drawn and processed by the contractor.

(1) **Visual Samples**. Bottle samples drawn from a source, visually inspected, and disposed of immediately, i.e., sumps, low points, or filter samples.

(2) **Submitted Samples.** Bottle samples drawn and submitted to the fuel laboratory for analysis. Provide the number of tests for water, sediment, API gravity, flash point, FSII levels, and any other specific tests performed.

(3) Samples via the **Field-Test Kit** for water and sediment (direct read and comparative analysis accomplished by operators during system and truck recirculation).

(4) **Correlation Samples.** Report samples drawn and processed as well as drawn and shipped.

The following is an example of the quality surveillance information required regarding sampling and testing.

Quality Surveillance Sampling and Testing							
Samples Drawn ⁽¹⁾		Tests Performed ⁽²⁾					
		Visual	Particulate	AEL Water	API Gravity	Flash Point	FSII
JP5/8	240	240	60	60	60	12	12
MUR	10	10	2	2			
LS2	16	16	2	2			
JPX ⁽³⁾	1	1	1	1	1		
LOX ⁽⁴⁾	8	8	8				
Total Samples/Tests	275	275	73	65	61	12	12

(1) By grade, the total samples drawn for the report month.

(2) Tests most commonly performed on the various samples drawn. Report any other tests performed as a note to this section.

(3) Product downgraded to ground fuel and issued to yellow gear and vehicles.

(4) Report ABO sampling and analysis via an ABO analyzer as above and a note to this section.

Workload Data for Cold Truck Refuels/Defuels								
Day ⁽¹⁾	Date	0000-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
	1							
	2							
	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10							
	11							
	12							
	13							
	14							
	15							
	16							
	17							
	18							
	19							
	20							
	21							
	22							
	23							
	24							
	25							
	26							
	27							
	28							
	29							
	30							
	31							
Weekdays ⁽²⁾								
Weekends/Holidays ⁽³⁾								
Total								

(1) Enter the day of the week corresponding to the date of the month.

(2) Enter weekday workload excluding holidays.

(3) Enter weekend and holiday workload.

DAILY SUMMARY FROM 01/01/1999 TO 12/31/1999 (EXAMPLE)

TIME	RUNS	F/S	RESPONSE
0000-0100	914	0	0
0100-0200	593	0	0
0200-0300	407	0	0
0300-0400	421	0	2.00
0400-0500	328	0	0
0500-0600	494	0	5.00
0600-0700	345	0	10.00
0700-0800	671	1	0
0800-0900	729	0	76.75
0900-1000	933	1	47.00
1000-1100	1093	2	54.50
1100-1200	1523	2	23.60
1200-1300	1985	2	36.00
1300-1400	1758	1	19.55
1400-1500	1621	1	14.89
1500-1600	1415	0	159.00
1600-1700	1933	0	12.00
1700-1800	2114	0	8.67
1800-1900	1967	1	10.00
1900-2000	1339	0	0
2000-2100	1315	0	2.00
2100-2200	633	0	0
2200-2300	820	0	0
2300-2400	1549	0	0
TOTAL	26930	11	33.29
TRUCKS		HYDRANTS	
0-400	588	0-6000	22773
401-1800	2358	6000-16000	13
1801-2700	662	16000-26000	5
2701-3500	39	26000-36000	2
3501-	54	36000-	0
TRUCK DEFUELS		90	
HYD DEFUELS		426	
ALL DEFUELS		516	
TOTAL REFUELS		35877481.0	
TOTAL DEFUELS		367190.000	
NET		35510291.0	
AVERAGE GALLONS ISSUED		1335.13	
AVERAGE GALLONS DEFUELED		727.11	
TOTAL CANCELLATIONS		1069	

Attachment 2

VEHICLE IDENTIFICATION WORKSHEET

A. CONTRACT DATA

Contract Location	Contract Number	Contract Period

B. THE TRACTOR (PRIME MOVER)

Manufacture		Model	Model Year	Gas or Diesel?
Number of Axles	Gross GVWR	GVWR Front	GVWR 1st Rear	GVWR 2nd Rear
VIN		Contractor Control Number		License No. (if applicable)

C. THE CARGO TANK/REFUELER

Manufacture	Year Manufactured	Capacity	No. of Axles	GVWR
MC/DOT Specification	Date Certified	Certification No.		
VIN or Tank Serial No.	Contractor Number	License No. (if applicable)		

D. NOTES & ATTACHMENTS

Attach a copy of the cargo tank certification, vehicle weight certifications, equipment waivers and other documents as may be pertinent and applicable to the identification of the vehicle presented for inspection.

Contract Representative	Date
-------------------------	------

NAVPETOFF Equipment Control Form

EXHIBIT 1
Jet Fuel Issue Data and Trends for MCAS Camp Pendleton
 (All figures in gallons)

Month	FY99	FY00	FY01	FY02	FY03
October	108,560	131,707	212,522		
November	102,998	131,922	184,008		
December	133,112	185,727	182,010		
January	130,501	162,417	211,251		
February	142,488	223,061	172,660		
March	174,363	240,487			
April	181,042	157,918			
May	130,189	175,982			
June	137,145	197,275			
July	181,374	188,311			
August	214,333	228,666			
September	160,235	195,109			
Total	1,796,340	2,218,582	962,451	0	0

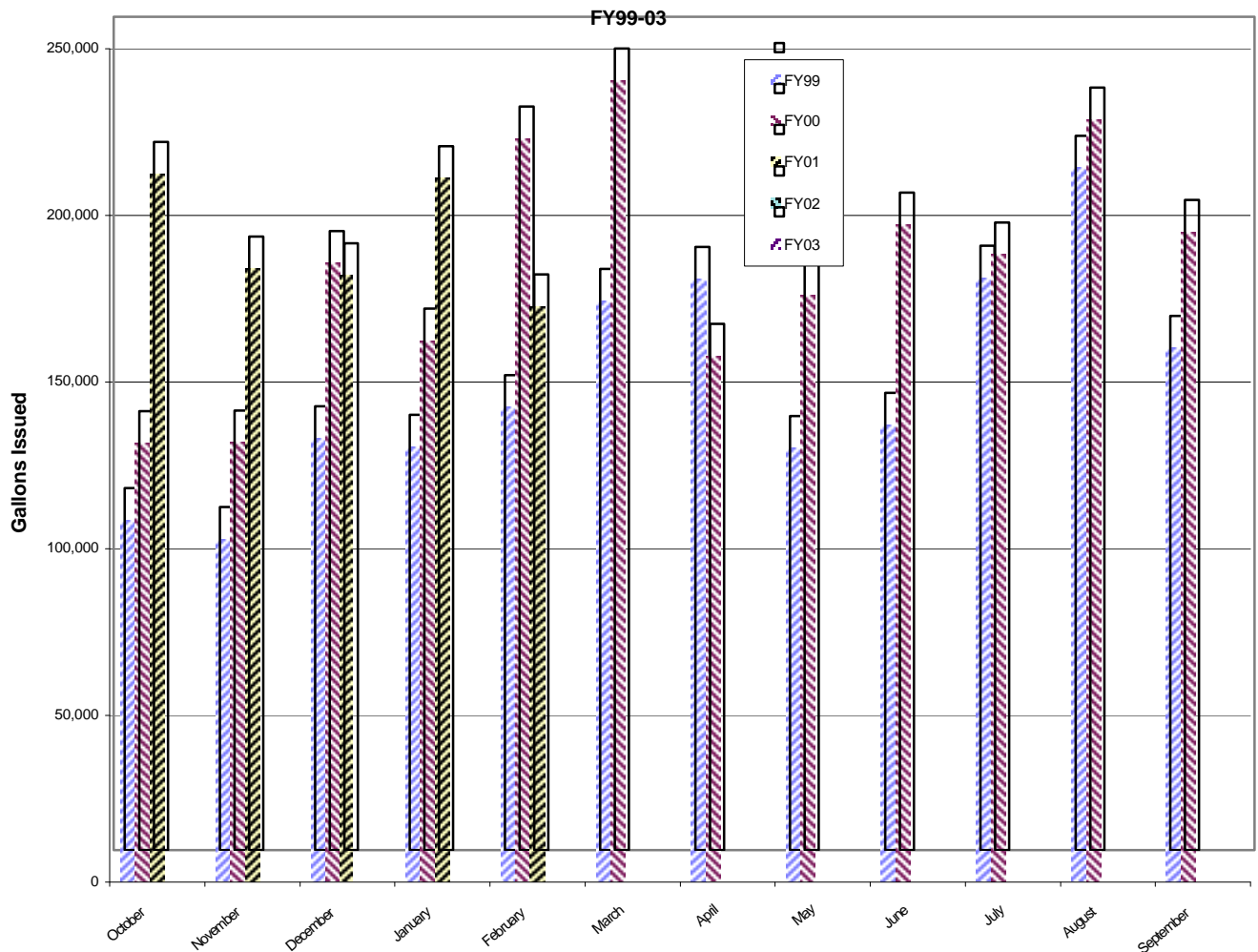


EXHIBIT 2
Fuel Services Summary Data
 Fiscal year 1999

Month	TrkWkdys	PitWkdys	TrkWknds	PitWknds	TrkTotal	PitTotal	Total
Oct-98	701	0	18	0	719	0	719
Nov-98	702	0	19	0	721	0	721
Dec-98	769	0	54	0	823	0	823
Jan-99	947	0	13	0	960	0	960
Feb-99	932	0	10	0	942	0	942
Mar-99	1130	0	17	0	1147	0	1147
Apr-99	1058	0	39	0	1097	0	1097
May-99	697	0	14	0	711	0	711
Jun-99	895	0	26	0	921	0	921
Jul-99	1139	0	29	0	1168	0	1168
Aug-99	1441	0	21	0	1462	0	1462
Sep-99	1124	0	2	0	1126	0	1126
Year Total	11535	0	262	0	11797	0	11797

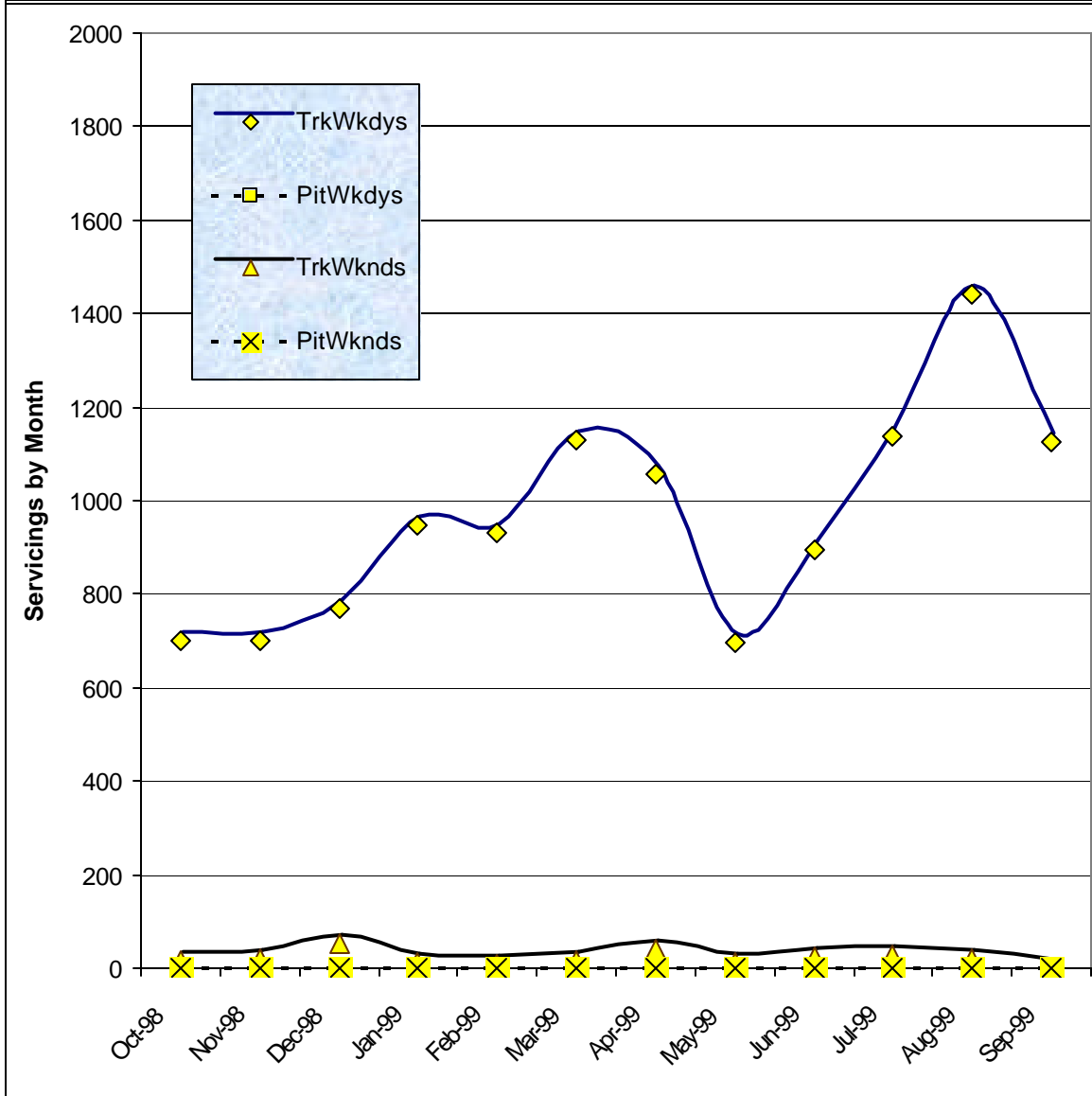


EXHIBIT 2
Typical Truck Services Workload by Day of the Week
 Fiscal Year 1999

Day	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	0	11	9	7	8	4	38
Tuesday	0	14	12	10	13	11	60
Wednesday	0	10	10	10	12	13	56
Thursday	0	11	10	9	10	10	53
Friday	0	7	8	5	3	0	23
Saturday	0	0	1	1	1	0	3
Sun/Hol	0	1	1	1	1	0	3

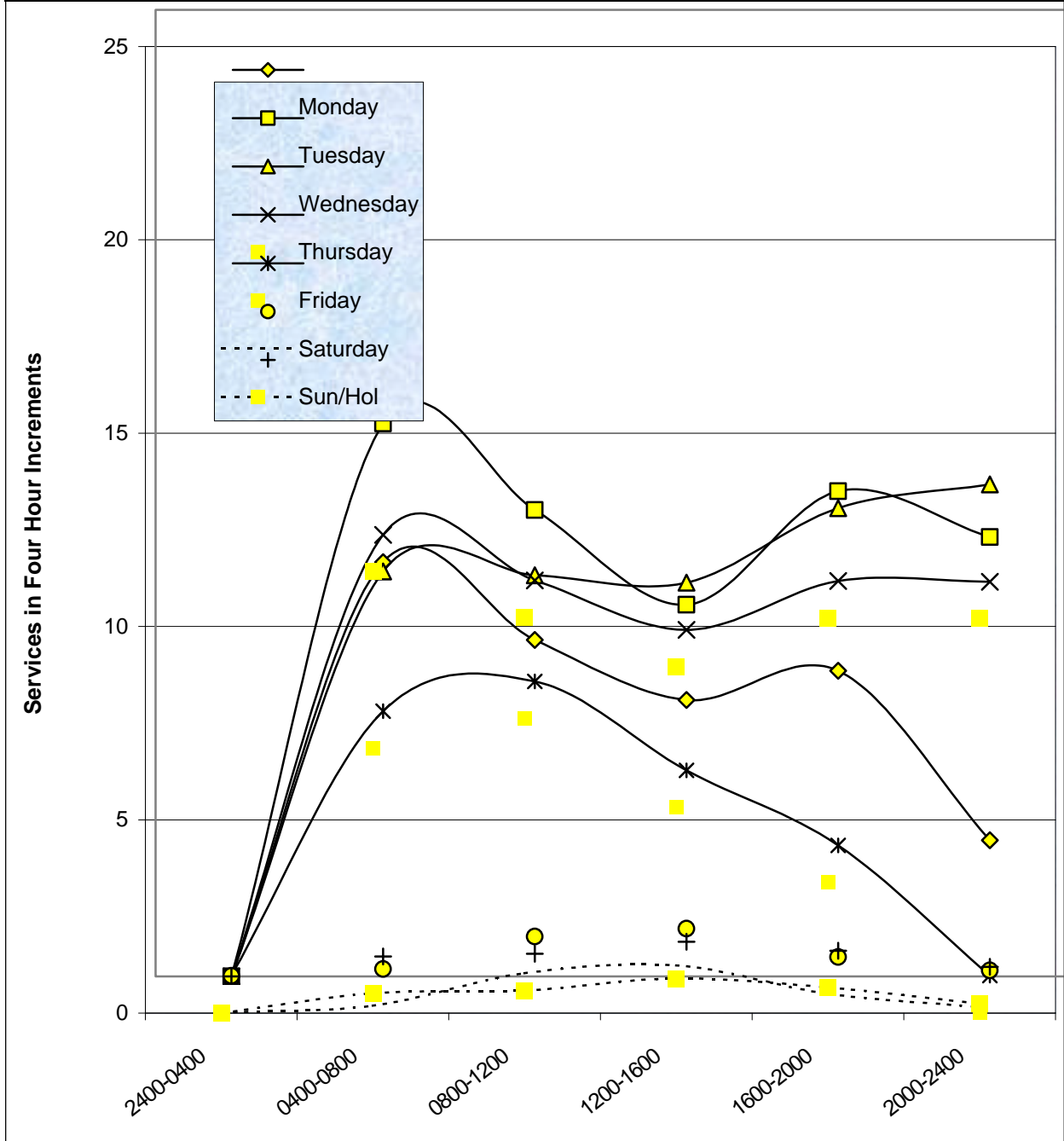
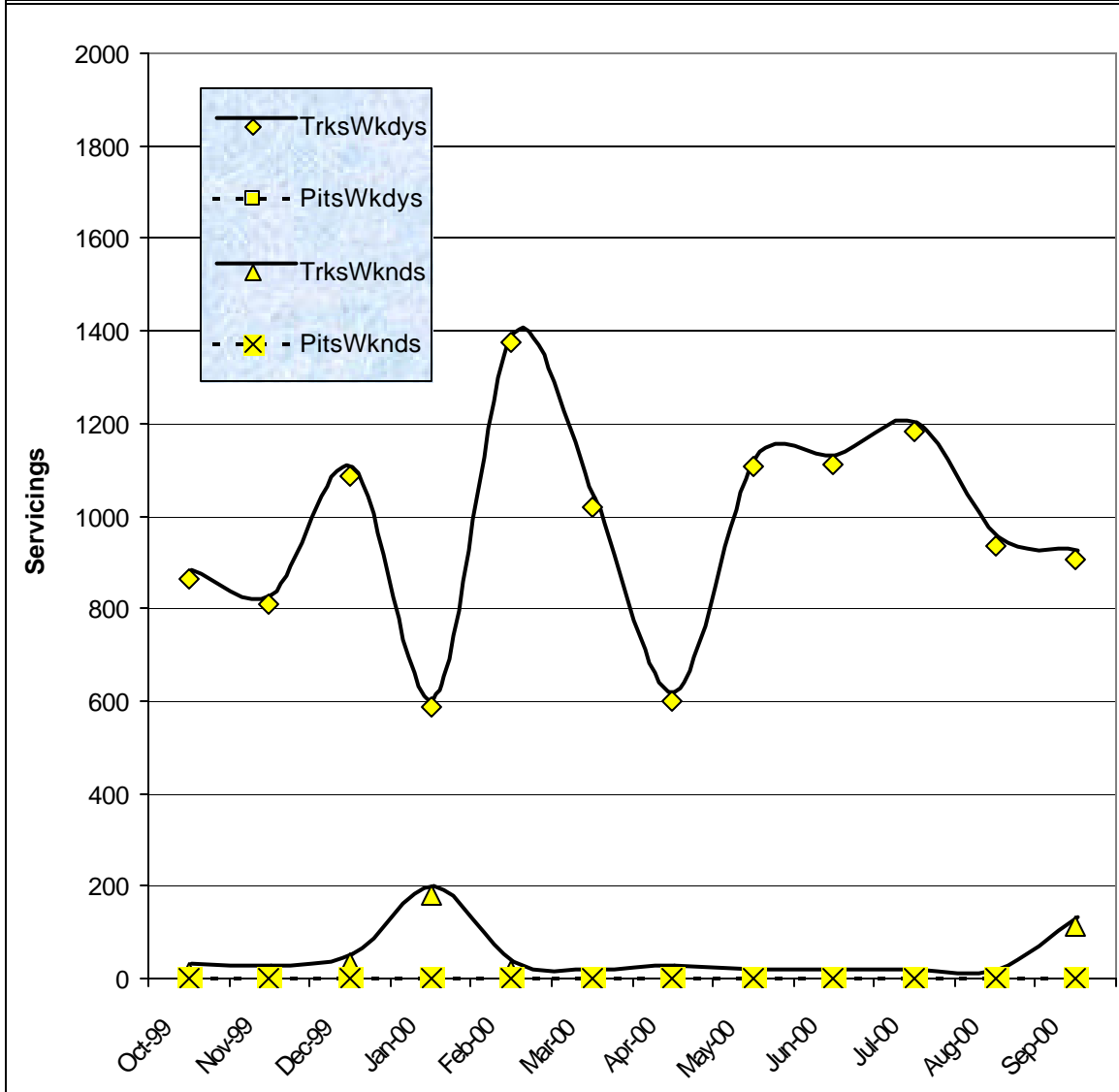


EXHIBIT 3
Fuel Services Workload Data and Trends
 Fiscal Year 2000

Month	TrksWkdys	PitsWkdys	TrksWknds	PitsWknds	TrkTotal	PitTotal	Total
Oct-99	863	0	11	0	874	0	874
Nov-99	811	0	10	0	821	0	821
Dec-99	1087	0	32	0	1119	0	1119
Jan-00	589	0	182	0	771	0	771
Feb-00	1377	0	16	0	1393	0	1393
Mar-00	1017	0	0	0	1017	0	1017
Apr-00	598	0	10	0	608	0	608
May-00	1105	0	0	0	1105	0	1105
Jun-00	1111	0	0	0	1111	0	1111
Jul-00	1182	0	0	0	1182	0	1182
Aug-00	933	0	0	0	933	0	933
Sep-00	905	0	112	0	1017	0	1017
Year Total	11578	0	373	0	11951	0	11951



* Data is an extrapolation of workload of the contiguous months.

EXHIBIT 3
Typical Truck Services Workload by Day of the Week
 Fiscal Year 2000

Day	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	0	13	13	8	9	4	46
Tuesday	1	13	13	10	12	9	58
Wednesday	1	10	12	10	12	10	54
Thursday	0	10	11	8	10	9	48
Friday	0	8	6	5	3	1	24
Saturday	0	0	1	1	0	0	2
Sun/Hol	0	0	2	1	1	0	5

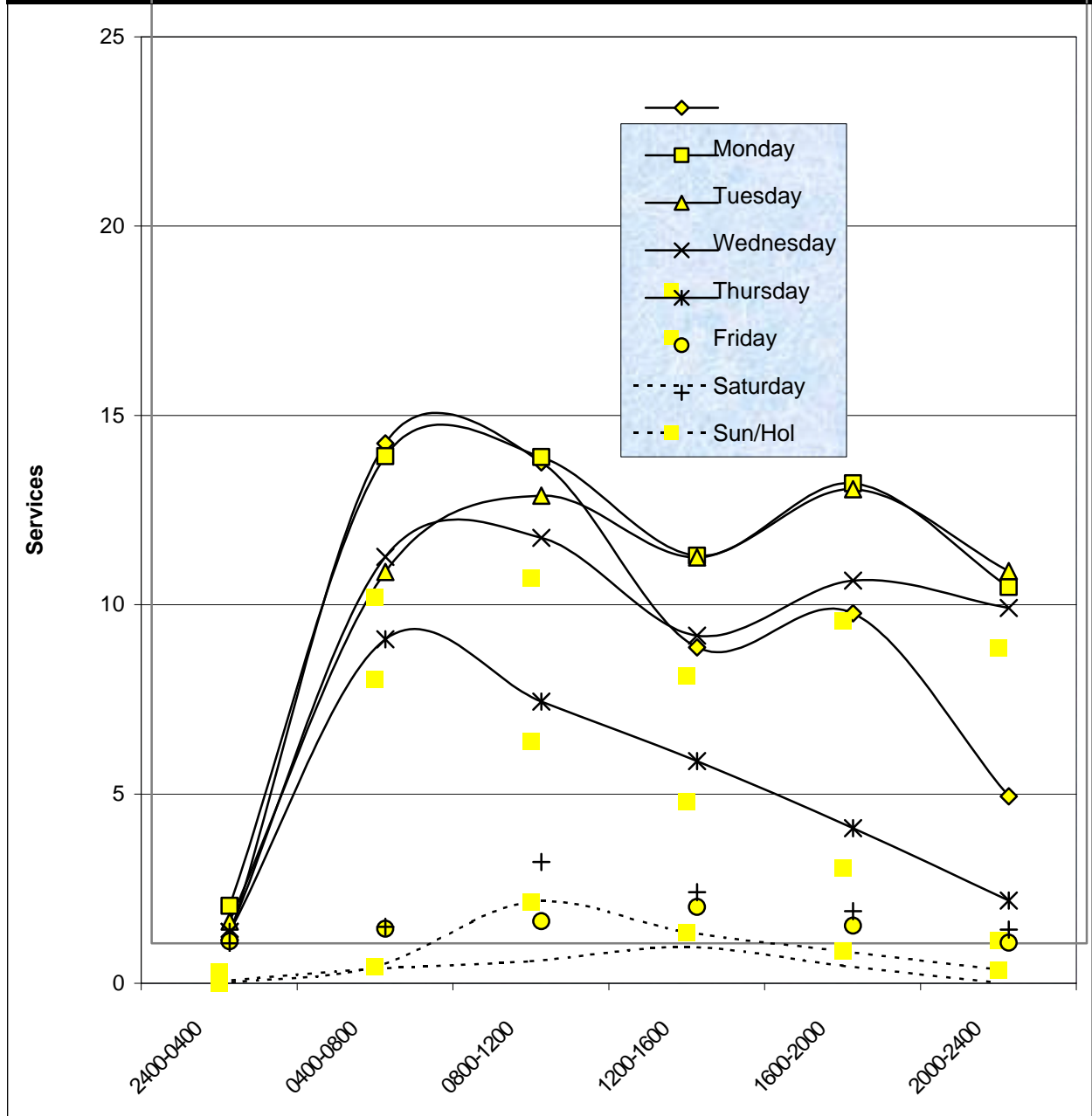


EXHIBIT 4
Fuel Services Workload Data and Trends
Fiscal Year 2001

Month	TrksWkdys	PitsWkdys	TrksWknds	PitsWknds	TotalTrks	TotalPits	Total
Oct-00	1097	0	51	0	1148	0	1148
Nov-00	1042	0	0	0	1042	0	1042
Dec-00	918	0	0	0	918	0	918
Jan-01	1137	0	18	0	1155	0	1155
Feb-01	1018	0	11	0	1029	0	1029
Mar-01	1303	0	0	0	1303	0	1303
Apr-01	0	0	0	0	0	0	0
May-01	0	0	0	0	0	0	0
Jun-01	0	0	0	0	0	0	0
Jul-01	0	0	0	0	0	0	0
Aug-01	0	0	0	0	0	0	0
Sep-01	0	0	0	0	0	0	0
Year Total	6515	0	80	0	6595	0	6595

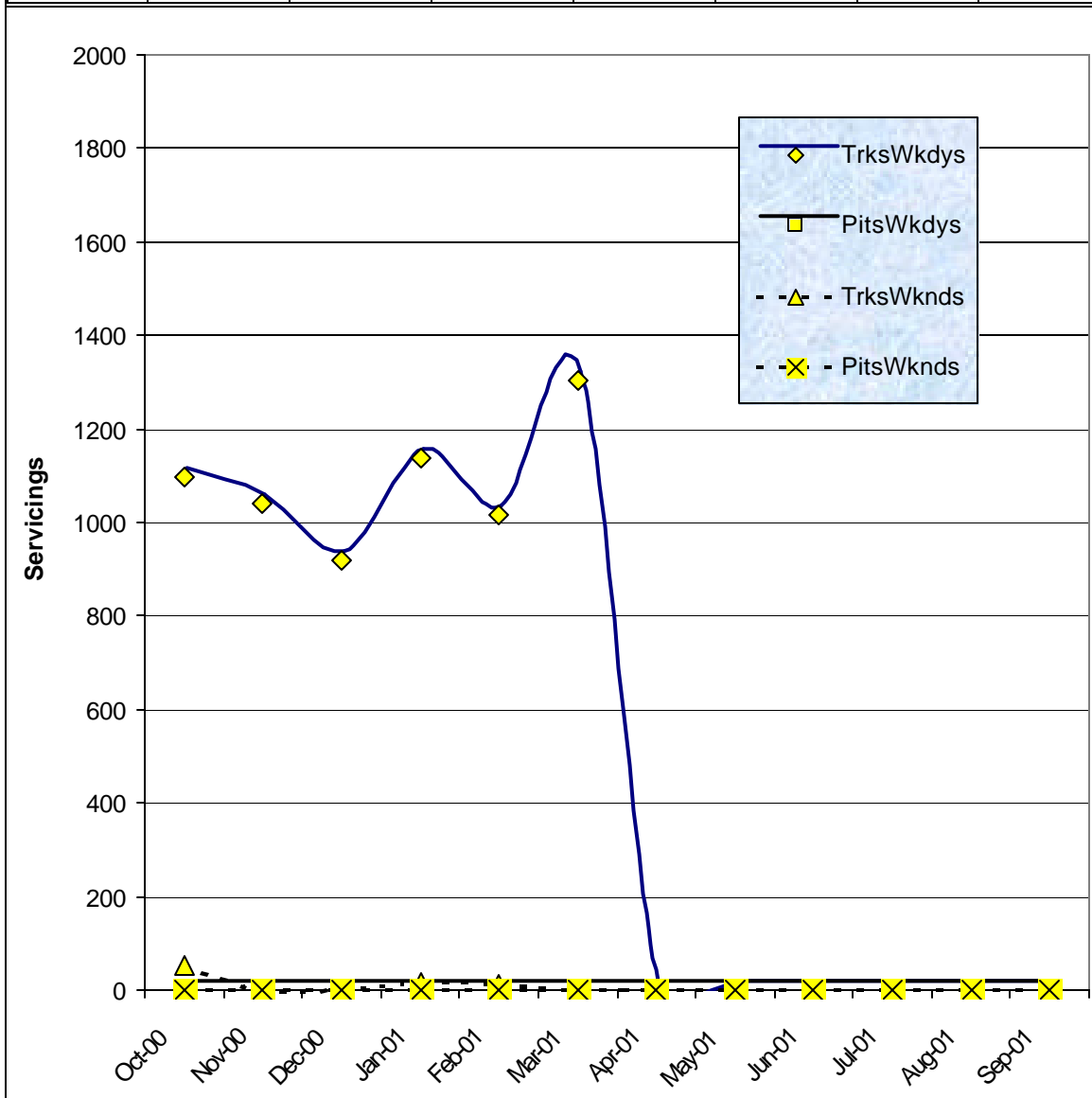
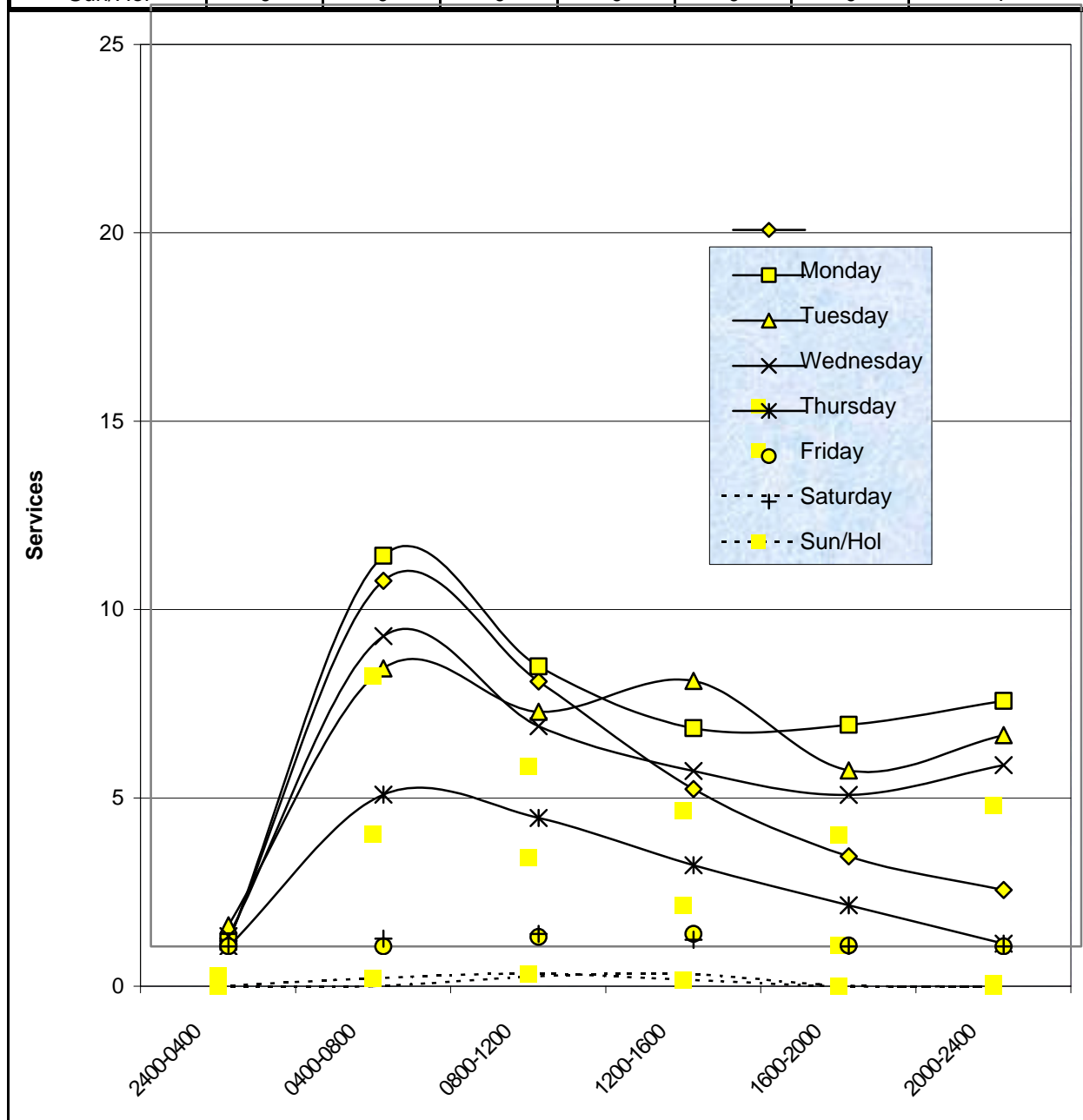


EXHIBIT 4
Typical Truck Services Workload Data by Day of the Week
 Fiscal Year 2001

Day	2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	Total
Monday	0	10	7	4	2	2	25
Tuesday	0	10	7	6	6	7	36
Wednesday	1	7	6	7	5	6	32
Thursday	0	8	6	5	4	5	28
Friday	0	4	3	2	1	0	11
Saturday	0	0	0	0	0	0	1
Sun/Hol	0	0	0	0	0	0	1





WAGE DETERMINATION NO: 94-2057 REV (25) AREA: CA,SAN DIEGO

WAGE DETERMINATION NO: 94-2057 REV (25) AREA: CA,SAN DIEGO

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

Director

Wage Determinations

Wage Determination No.: 1994-2057 William W.
Date Of Last Revision: 05/31/2001

State: California

Area: California Counties of Imperial, San Diego

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.27
Accounting Clerk II	11.20
Accounting Clerk III	13.08
Accounting Clerk IV	16.26
Court Reporter	15.05
Dispatcher, Motor Vehicle	13.88
Document Preparation Clerk	10.59
Duplicating Machine Operator	10.59
Film/Tape Librarian	12.74
General Clerk I	7.56
General Clerk II	8.49
General Clerk III	11.15
General Clerk IV	13.40
Housing Referral Assistant	17.26
Key Entry Operator I	9.96
Key Entry Operator II	11.30
Messenger (Courier)	8.97
Order Clerk I	10.93
Order Clerk II	13.63
Personnel Assistant (Employment) I	12.09
Personnel Assistant (Employment) II	14.09
Personnel Assistant (Employment) III	15.53
Personnel Assistant (Employment) IV	18.16
Production Control Clerk	15.36
Rental Clerk	11.91
Scheduler, Maintenance	11.91
Secretary I	11.91
Secretary II	13.18
Secretary III	17.26
Secretary IV	19.52
Secretary V	23.06
Service Order Dispatcher	12.74
Stenographer I	11.52
Stenographer II	12.95
Supply Technician	19.52
Survey Worker (Interviewer)	13.05
Switchboard Operator-Receptionist	10.57
Test Examiner	13.18
Test Proctor	13.18
Travel Clerk I	9.33

Travel Clerk II	10.20
Travel Clerk III	11.20
Word Processor I	11.71
Word Processor II	14.40
Word Processor III	17.55
Automatic Data Processing Occupations	
Computer Data Librarian	10.70
Computer Operator I	11.46
Computer Operator II	12.83
Computer Operator III	15.39
Computer Operator IV	18.54
Computer Operator V	20.52
Computer Programmer I (1)	16.26
Computer Programmer II (1)	20.15
Computer Programmer III (1)	26.33
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.83
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.53
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.76
Automotive Glass Installer	17.45
Automotive Worker	17.45
Electrician, Automotive	18.13
Mobile Equipment Servicer	16.06
Motor Equipment Metal Mechanic	18.76
Motor Equipment Metal Worker	17.45
Motor Vehicle Mechanic	18.43
Motor Vehicle Mechanic Helper	15.06
Motor Vehicle Upholstery Worker	16.81
Motor Vehicle Wrecker	17.45
Painter, Automotive	18.13
Radiator Repair Specialist	17.45
Tire Repairer	15.52
Transmission Repair Specialist	18.76
Food Preparation and Service Occupations	
Baker	12.00
Cook I	11.04
Cook II	12.00
Dishwasher	8.28
Food Service Worker	8.28
Meat Cutter	12.97
Waiter/Waitress	8.96
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.13
Furniture Handler	13.02
Furniture Refinisher	18.13
Furniture Refinisher Helper	15.06
Furniture Repairer, Minor	16.81
Upholsterer	18.13
General Services and Support Occupations	
Cleaner, Vehicles	9.52
Elevator Operator	8.28
Gardener	11.04
House Keeping Aid I	7.59
House Keeping Aid II	8.38
Janitor	8.38
Laborer, Grounds Maintenance	8.96
Maid or Houseman	7.58
Pest Controller	11.56
Refuse Collector	9.52
Tractor Operator	10.36
Window Cleaner	9.08
Health Occupations	

Dental Assistant	13.28
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.15
Licensed Practical Nurse I	11.25
Licensed Practical Nurse II	12.63
Licensed Practical Nurse III	14.15
Medical Assistant	9.75
Medical Laboratory Technician	12.54
Medical Record Clerk	12.63
Medical Record Technician	13.25
Nursing Assistant I	7.65
Nursing Assistant II	8.66
Nursing Assistant III	9.38
Nursing Assistant IV	10.55
Pharmacy Technician	12.01
Phlebotomist	11.89
Registered Nurse I	21.00
Registered Nurse II	24.74
Registered Nurse II, Specialist	24.74
Registered Nurse III	29.39
Registered Nurse III, Anesthetist	29.39
Registered Nurse IV	35.22
Information and Arts Occupations	
Audiovisual Librarian	19.52
Exhibits Specialist I	16.76
Exhibits Specialist II	19.53
Exhibits Specialist III	23.89
Illustrator I	16.83
Illustrator II	19.60
Illustrator III	23.99
Librarian	23.06
Library Technician	13.14
Photographer I	13.02
Photographer II	16.76
Photographer III	19.53
Photographer IV	23.89
Photographer V	28.91
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.88
Counter Attendant	6.88
Dry Cleaner	8.51
Finisher, Flatwork, Machine	6.88
Presser, Hand	6.88
Presser, Machine, Drycleaning	6.88
Presser, Machine, Shirts	6.88
Presser, Machine, Wearing Apparel, Laundry	6.88
Sewing Machine Operator	9.06
Tailor	10.10
Washer, Machine	7.30
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.13
Tool and Die Maker	22.25
Material Handling and Packing Occupations	
Forklift Operator	13.28
Fuel Distribution System Operator	16.06
Material Coordinator	12.82
Material Expediter	12.82
Material Handling Laborer	9.82
Order Filler	10.08
Production Line Worker (Food Processing)	11.50
Shipping Packer	10.78
Shipping/Receiving Clerk	10.78
Stock Clerk (Shelf Stocker; Store Worker II)	11.90
Store Worker I	9.45
Tools and Parts Attendant	11.77
Warehouse Specialist	11.77

Mechanics and Maintenance and Repair Occupations

Aircraft Mechanic	18.76
Aircraft Mechanic Helper	15.06
Aircraft Quality Control Inspector	21.25
Aircraft Servicer	16.81
Aircraft Worker	17.45
Appliance Mechanic	18.13
Bicycle Repairer	15.52
Cable Splicer	21.57
Carpenter, Maintenance	18.13
Carpet Layer	17.45
Electrician, Maintenance	19.95
Electronics Technician, Maintenance I	11.76
Electronics Technician, Maintenance II	18.80
Electronics Technician, Maintenance III	22.52
Fabric Worker	16.81
Fire Alarm System Mechanic	18.76
Fire Extinguisher Repairer	16.06
Fuel Distribution System Mechanic	18.76
General Maintenance Worker	17.45
Heating, Refrigeration and Air Conditioning Mechanic	18.76
Heavy Equipment Mechanic	20.37
Heavy Equipment Operator	22.87
Instrument Mechanic	19.30
Laborer	10.95
Locksmith	18.13
Machinery Maintenance Mechanic	22.42
Machinist, Maintenance	18.96
Maintenance Trades Helper	15.06
Millwright	20.04
Office Appliance Repairer	18.13
Painter, Aircraft	18.13
Painter, Maintenance	18.13
Pipefitter, Maintenance	18.76
Plumber, Maintenance	18.13
Pneudraulic Systems Mechanic	18.76
Rigger	18.76
Scale Mechanic	17.45
Sheet-Metal Worker, Maintenance	18.76
Small Engine Mechanic	17.45
Telecommunication Mechanic I	18.76
Telecommunication Mechanic II	21.75
Telephone Lineman	18.76
Welder, Combination, Maintenance	18.76
Well Driller	19.74
Woodcraft Worker	18.76
Woodworker	16.06

Miscellaneous Occupations

Animal Caretaker	9.66
Carnival Equipment Operator	11.56
Carnival Equipment Repairer	12.32
Carnival Worker	8.28
Cashier	9.99
Desk Clerk	10.06
Embalmer	19.62
Lifeguard	9.32
Mortician	19.62
Park Attendant (Aide)	11.71
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.63
Recreation Specialist	13.95
Recycling Worker	11.95
Sales Clerk	9.58
School Crossing Guard (Crosswalk Attendant)	8.28
Sport Official	9.20
Survey Party Chief (Chief of Party)	21.91

Surveying Aide	14.31
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	19.92
Swimming Pool Operator	12.00
Vending Machine Attendant	11.31
Vending Machine Repairer	13.09
Vending Machine Repairer Helper	10.92
Personal Needs Occupations	
Child Care Attendant	8.07
Child Care Center Clerk	11.26
Chore Aid	9.19
Homemaker	14.12
Plant and System Operation Occupations	
Boiler Tender	18.76
Sewage Plant Operator	19.63
Stationary Engineer	20.31
Ventilation Equipment Tender	15.06
Water Treatment Plant Operator	19.63
Protective Service Occupations	
Alarm Monitor	16.41
Corrections Officer	19.09
Court Security Officer	21.07
Detention Officer	21.07
Firefighter	18.83
Guard I	8.43
Guard II	16.10
Police Officer	23.30
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.33
Hatch Tender	13.33
Line Handler	13.33
Stevedore I	14.76
Stevedore II	16.52
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.91
Air Traffic Control Specialist, Station (2)	19.25
Air Traffic Control Specialist, Terminal (2)	21.19
Archeological Technician I	15.61
Archeological Technician II	17.46
Archeological Technician III	21.64
Cartographic Technician	22.77
Civil Engineering Technician	22.87
Computer Based Training (CBT) Specialist/ Instructor	21.59
Drafter I	12.13
Drafter II	13.62
Drafter III	17.52
Drafter IV	20.42
Engineering Technician I	13.88
Engineering Technician II	15.58
Engineering Technician III	18.76
Engineering Technician IV	22.85
Engineering Technician V	27.83
Engineering Technician VI	33.69
Environmental Technician	18.18
Flight Simulator/Instructor (Pilot)	26.51
Graphic Artist	20.28
Instructor	21.59
Laboratory Technician	15.10
Mathematical Technician	19.44
Paralegal/Legal Assistant I	17.86
Paralegal/Legal Assistant II	22.39
Paralegal/Legal Assistant III	27.39
Paralegal/Legal Assistant IV	33.13
Photooptics Technician	19.93
Technical Writer	25.34
Unexploded (UXO) Safety Escort	18.33

Unexploded (UXO) Sweep Personnel	18.33
Unexploded Ordnance (UXO) Technician I	18.33
Unexploded Ordnance (UXO) Technician II	22.17
Unexploded Ordnance (UXO) Technician III	26.58
Weather Observer, Combined Upper Air and Surface Programs (3)	15.82
Weather Observer, Senior (3)	17.56
Weather Observer, Upper Air (3)	15.82
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.05
Parking and Lot Attendant	6.91
Shuttle Bus Driver	9.61
Taxi Driver	7.85
Truckdriver, Heavy Truck	14.33
Truckdriver, Light Truck	9.61
Truckdriver, Medium Truck	13.41
Truckdriver, Tractor-Trailer	14.33

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.02 an hour or \$80.80 a week or \$350.13 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or success weeks after 5 years, and 4 weeks after 15 years. Length of service includes the who of continuous service with the present contractor or successor, wherever employed, a the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther Ki Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Co Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitu any of the named holidays another day off with pay in accordance with a plan communi to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, o professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. rate of basic pay plus a night pay differential amounting to 10 percent of the rate basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a r tour of duty, you will earn a night differential and receive an additional 10% of ba for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours week) and Sunday is part of your regularly scheduled workweek, you are paid at your basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday wo which is not overtime (i.e. occasional work on Sunday outside the normal tour of dut considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees emp in a position that represents a high degree of hazard including working with or in c proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screenin blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositio as lead azide, black powder and photoflash power. All dry-house activities involvin propellants or explosives. Demilitarization, modification, renovation, demolition, maintenance operations on sensitive explosives and incendiary materials. All operat involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that repr a low degree of hazard. Including working with or in close proximity to explosives incendiary materials which involves potential injury such as laceration of hands, fa arms of the employee engaged in the operation and, possibly adjacent employees, irri of the skin, minor burns and the like; minimal damage to immediate or adjacent work equipment being used.

All operations involving, unloading, storage, and hauling of explosive and incendiar ordnance material other than small arms ammunition. (Distribution of raw nitroglyce covered under high degree hazard.)

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (eith the terms of the Government contract, by the employer, by the state or local law, et

the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) uniforms is an expense that may not be borne by an employee where such cost reduces hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (\$0.67 cents per day). However, in those instances where the uniforms furnished are "wash and wear" materials, may be routinely washed and dried with other personal gear and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work on such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupational classification and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order of priority: classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report to the agency, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties required

are not performed by a classification already listed in the wage determination. Rem
it is not the job title, but the required tasks that determine whether a class is in
in an established wage determination. Conformances may not be used to artificially
combine, or subdivide classifications listed in the wage determination.
~~~~~

---

